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No. 2130

United States
Circuit Court of Appeals
For the Ninth Circuit.

Apostles on Appeal.
(IN TWO VOLUMES.)

WHITE STAR STEAMSHIP COMPANY, a Corporation,
Organized and Existing Under and by Virtue of the
Laws of the State of Washington, Claimant of the
Steamship "OHIO," Her Engines, Boilers, Machin-
ery, Tackle, Apparel and Furniture,

Appellant,

vs.

R. T. LAMB, et al.,

Appellees.

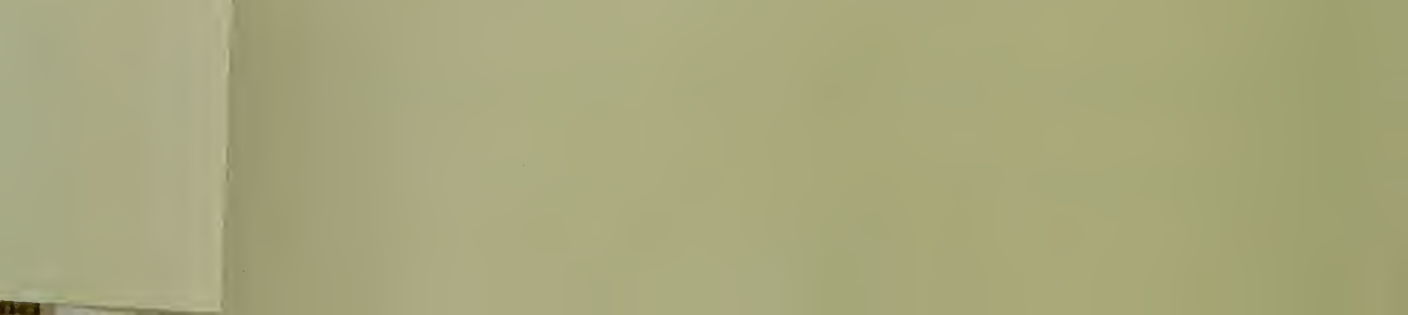
VOLUME I.
(Pages 1 to 336, Inclusive.)

Upon Appeal from the United States District Court for the
District of Alaska, Second Division.

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Records of U. S. Circuit Court
of Appeals

756



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[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur. Title heads inserted by the Clerk are enclosed within brackets.]

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Proctors of Record.

GEO. D. SCHOFIELD, Nome, Alaska,
Proctor for Libelants.

F. E. FULLER, Nome, Alaska,

T. M. REED, Nome, Alaska,
Proctors for Claimant.

BOGLE, GRAVES, MERRITT & BOGLE,
610-616 Central Building, Seattle, Washington.

*In the District Court for the District of Alaska,
Second Division.*

IN ADMIRALTY—No. 110.

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,
Thomas Parker, Joseph Sliscovich, George
McArthur, Maggie McArthur, Mrs. W. H.
Mitchell, Margaret Brady, Mrs. N. Howard,
Ralph D. Pomeroy, Charles Durkopp, Ike M.
Goldman, Mrs. Etta Goldman, David T. Stoy,
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis,
Mary Green, Mrs. I. F. Garlick, Pearl Garlick,
H. G. Gorin, C. W. Keller, Joseph Curby,
Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sul-
livan, Sam Halzswerg, Mrs. Lue Halzswerg,
Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg,
Paul Hoff, Robert J. Monson, Mrs. E. L. Brous,
John Schafer, Geo. Mason, Mrs. Geo. Mason,
Nellie Murison, Mrs. H. G. Fenton, Ethel
Strout, L. U. Stenger, S. Fenton, E. A. Thiele,
Samuel Kean, Silvey Stuart, E. C. Tholstrup,

Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, N. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gelatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosco-vich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Eston Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank

Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mate Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, [1*] G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants (Appellees),

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant (Appellant).

*Page-number appearing at foot of page of original certified Record.

[Statement.]

BE IT REMEMBERED, that the above-entitled action was commenced on July 14th, 1908, in the District Court for the District of Alaska, Second Division, by filing on said day, in the office of the clerk of said court, the libels by the above-named libelants, against the steamship, "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, and the issuing out of the office of said clerk a monition and attachment *in rem* against the steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture to the marshal of said District of Alaska, by virtue of which said marshal on said day attached and took into his possession the said steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, whereupon on the — day of July, 1908, the White Star Steamship Company, through C. G. Conradi, the master thereof, filed in said cause a claim on its part as owner of said vessel, and prayed leave to defend said action, and thereupon, on July 21st, 1908, said White Star Steamship Company filed its answer in said cause, which said answer had theretofore been duly served on the proctor for libelants. At said time a stipulation [2] was entered into between the proctors for libelants and respondents to the effect that upon the said respondent and claimant filing with the marshal of said District of Alaska, a bond in the sum of seventy thousand dollars, with Cabell Whitehead, F. H. Thatcher and Eugene E. Ailes, as sureties, conditioned that said claimant would abide by and satisfy any final decree returned in said cause

by the said District Court, the said marshal would thereupon release said steamship "Ohio"; all of which being done by the claimant and respondent, the said marshal on last-named day released said steamship "Ohio" and delivery thereof was made to said White Star Steamship Company, claimant, on the day last aforesaid; that on the 3d day of August, 1911, said cause was brought on for trial in the District Court aforesaid, before the Honorable Cornelius D. Murane, Judge of said Court, and the trial continued from day to day thereafter until the 7th day of August, 1911, when the same was concluded; that in said cause no question was referred to any commissioner, and no testimony taken before any commissioner, except that the depositions of sundry witnesses on behalf of libelants and claimant, were taken before notaries public in Nome, Alaska, and Seattle, Washington, pursuant to stipulations between the proctors of the respective parties theretofore entered into on that behalf; that the depositions so taken, together with the several exhibits attached thereto, were filed in said cause as noted in the entries on the Admiralty Register of said Court appertaining to said cause, a copy of which is hereinafter set forth, and on the trial of said cause all of said depositions so taken were read in evidence by the proctors for the respective parties, as more fully appears from the transcript of the evidence submitted on the trial thereof, hereinafter set forth; that at the conclusion of the trial hereof said cause was submitted upon written briefs for the decision of the District Court Judge aforesaid, and was [3] by him taken under advisement and thereafter, on the

30th day of October, 1911, the said District Judge returned an oral opinion *wherein to* the effect that all of said libelants, as passengers, were entitled to damages from claimant in double the respective fares paid by them, with interest from June 1st, 1908, on the amount of fare paid, on account of violation of their several carriage contracts, by reason of said steamship being unseaworthy and not properly provisioned, the passengers being unnecessarily kept on two meals a day for more than one week, and further that libelants, Lawrence Kerr, W. A. Boyce, A. N. Casey, Mrs. C. C. Crooks, H. Beveridge and Samuel Kean, were each entitled to such further damages as the testimony might show for a delay in transportation for the period of ten days.

Thereafter, on the 11th day of November, 1911, the said District Judge, as supplementary to his oral decision aforesaid, and as a part and in furtherance thereof, made and caused to be entered of record his findings of fact and conclusions of law and final decree in said cause, and awarded to each of the libelants named in said libel, as first-class passengers, the sum of one hundred and seventy dollars, being double the amount of the fare paid by each of said passengers, with interest from June 1st, 1908, on the amount of fare paid; and to each of the libelants named in said libel as second-class passengers, the sum of seventy dollars, being double the amount of fare paid by each, with interest from June 1st, 1908, on the amount of fare paid; and to libelant Lawrence Kerr, in addition to his general award, special damages in the sum of one hundred dollars; to libel-

ant W. A. Boyce additional special damages in the sum of fifty dollars; to libelant, A. N. Casey, additional special damages in the sum of two hundred dollars; and to libelant Hugh Beveridge additional special damages in the sum of fifty dollars; and to libelant Samuel Kean additional special damages in the sum of fifty dollars, together [4] with a proctor's fee on account of each of the libelants named in said libel, in the sum of ten dollars, aggregating in all the sum of twenty-four thousand one hundred and thirteen dollars and fifty-two cents, together with costs taxed at one hundred sixty-seven dollars and thirty-five cents.

That on the 27th day of December, 1911, the said White Star Steamship Company, claimant, caused to be served upon proctors for libelants, and filed in the office of the clerk of said court, its notice of appeal from said final decree in said cause to the United States Circuit Court of Appeals for the Ninth Circuit, and on said day filed its bond for costs of said appeal, together with notice of said filing, and thereupon, on the 30th day of December, 1911, the said bond was duly approved by the Judge of said District Court; that on the 24th day of January, 1912, a citation to the libelants upon said appeal, returnable before the United States Circuit Court of Appeals for the Ninth Circuit, on February 23, 1912, was duly issued out of the clerk's office of said District Court, which said citation was signed by the District Judge aforesaid, and was on said day served on the clerk of said court and on the proctor for libelants, and on the 25th day of January, returned

into the office of said clerk with acknowledgment of service thereon; that on the 24th day of January, 1912, an order was made by the District Judge aforesaid, enlarging the time to file in the office of the clerk of the Circuit Court of Appeals for the Ninth Circuit, these apostles on appeal, to and including the 15th day of April, 1912.

AND BE IT FURTHER REMEMBERED, that hereinbelow is a copy of the Admiralty Register of said Court and District; copies of all orders and other entries appearing on the journals of said court relating to said cause, except orders for continuance; copies of all pleadings, with exhibits attached thereto; copy of all the evidence adduced and submitted, and of all exhibits filed and admitted in evidence in said cause, except [5] one exhibit, a chart attached to the deposition of C. G. Conradi admitted in evidence, the original of which is herewith transmitted, together with a stipulation and order of the District Judge aforesaid, directing said original exhibit to be transmitted and made a part of the apostles on appeal; copies of the findings of fact and conclusions of law, and exceptions thereto; the final decree; notice of appeal; assignment of errors and citation; and order enlarging the time to file the apostles on appeal in said cause. [6]

110.

Admiralty Register.

*United States District Court, Alaska, Second
Division.*

PARTIES.

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,
Thomas Parker, Joseph Sliscovich, George
McArthur, Maggie McArthur, Mrs. W. H.
Mitchell, Margaret Brady, Mrs. N. Howard,
Ralph D. Pomeroy, Charles Durkopp, Ike M.
Goldman, Mrs. Etta Goldman, David T. Stoy,
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary
Green, Mrs. I. F. Garlick, Pearl Garlick, H.
G. Gorin, C. W. Keller, Joseph Curby, Wm.
Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan,
Sam Halzweg, Mrs. Lue Halzweg, Louise
Wandt, L. G. Prigg, Paul Hoff, Robert J.
Monson, Mrs. E. L. Brous, John Schafer, Geo.
Mason, Mrs. Geo. Mason, Nellie Murison, Mrs.
H. G. Fenton, Ethel Strout, L. U. Stenger, S.
Fenton, E. A. Thiele, Samuel Kean, Silvey
Stuart, E. C. Tholstrup, Chas. Spannan, Geo.
McClanahan, J. O. Binder, John Nilsen, W.
G. Smith, H. A. Sester, W. A. Boyce, H. Bev-
eridge, M. Holm, A. Cowan, James Forsythe,
Oscar Schmidt, B. H. Wile, R. B. Smith,
Henry Holst, C. S. Weaver, C. Brown, Elmer
Claasson, Emil Snell, Henry Bern, Alfred
Ortman, W. M. Carlson, Ed. Magnusson, John
Norback, R. P. McDonald, Oscar Engstrom, L.
T. Malarkey, M. Dannem, D. O'Leary, M. D.

Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drescovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Torovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, Wm. Yetter, Fred Outlet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomonaka, Fey Outlet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan,

Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jobovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bodin, Mrs. P. S Bodin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. Loudon, J. F. McCulloch, [7] C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture.

GEO. D. SCHOFIELD, Attorney for Libelants.
DUDLEY DuBOSE, Proctor for Claimant.

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" 15, "	Filed objection and exceptions to findings of fact and conclusions of law, claimants.	
Nov. 24, 1911.	Filed cost bill.	
Dec. 27, "	" Notice of appeal.	
" 27, "	" Bond on appeal.....	Ad. B. 338
" 28, "	" Notice of filing bond.	
" 30, "	M. O. Time to file apostles on appeal to April 15, 1912.....	17 232
" " "	M. O. Order approving bond on appeal...	17 232
Jan. 2, 1912.	Filed notice of attorney's lien libelants.	
" " "	Bill of costs retaxed at \$167.35.	
" 13, "	Filed transcript of testimony (2 vols.).	
" 17, "	" Praeipe for apostles on appeal.	
" 24, "	Issued citation.	
" " "	Filed order enlarging time for filing apostles on appeal.....	9 242
" 27, "	Filed stipulation.	
" " "	" Assignment of errors.	
" 29, "	" Order in re original exhibit attached to apostles on appeal.....	9 - 245

*In the United States District Court for the District
of Alaska, Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,
Thomas Parker, Joseph Sliscovich, George
McArthur, Maggie McArthur, Mrs. W. H.
Mitchell, Margaret Brady, Mrs. N. Howard,
Ralph D. Pomeroy, Charles Durkopp, Ike M.
Goldman, Mrs. Etta Goldman, David T. Stoy,
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary
Green, Mrs. I. F. Garlick, Pearl Garlick, H.
G. Gorin, C. W. Keller, Joseph Curby, Wm.
Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan,
Sam Halzswerg, Mrs. Lue Halzswerg, Louise
Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul
Hoff, Robert J. Monson, Mrs. E. L. Brous,
John Schafer, Geo. Mason, Mrs. Geo. Mason,
Nellie Murison, Mrs. H. G. Fenton, Ethel
Strout, L. U. Stenger, S. Fenton, E. A.
Thiele, Samuel Kean, Silvey Stuart, E.
C. Tholstrup, Chas. Spannan, Geo. Mc-
Clanahan, J. O. Binder, Johan Nilsen, W.
G. Smith, H. A. Sester, W. A. Boyce, H. Bev-
eridge, M. Holm, A. Cowan, James Forsythe,
Oscar Schmidt, B. H. Wile, R. B. Smith,
Henry Holst, O. S. Weaver, C. Brown, Elmer
Claassen, Emil Snell, Henry Bern, Alfred
Ortman, W. M. Carlson, Ed Magnusson, John
Norback, R. P. McDonald, Oscar Engstrom, L.
T. Malarkey, M. Dannem, D. O'Leary, M. D.
Reed, C. M. Burns, E. Wiklund, Adolf
Melinder, Julius Carlson, P. A. Ostberg, Fred

Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl,

Kunpe Okabe, John Curson, Aloys Kallfeby,
 [10] Mato Jovovich, Miho Tapovich, F.
 Mairmehi, P. F. Greene, J. Lundquist, James
 Scales, Wm. F. Tasker, Ada P. Tasker, P. S.
 Bordin, Mrs. P. S. Bordin, Alfred Elsliger,
 Fred Larsen, Lawrence S. Kerr, J. W. Taylor,
 John Potee, M. A. Loudon, J. F. McCulloch,
 C. J. Leeds, J. P. Bush, C. F. Ashford, E. A.
 Fox, G. M. Ashford, A. N. Casey, M. M. Cather
 and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machin-
 ery, Tackle, Apparel and Furniture,
 Respondent.

Libel In Rem.

To the Honorable ALFRED S. MOORE, Judge of
 said Court:

And now come the above-named libelants and file
 their Libel against the steamship "Ohio," her boil-
 ers, engines, machinery, tackle, apparel and furni-
 ture, whereof ——— Conradi is or late was master,
 and against all persons lawfully intervening for
 their interests therein, in a cause of contract, civil
 and maritime, and for causes of action in favor of
 libelants, said libelants propound and allege:

1. That the said steamship "Ohio" is an Ameri-
 can vessel, whose official number is 19,376; signal let-
 ters, J. L. V. S.; gross tonnage, 3,048; net tonnage,
 2,072; length, 343 feet; breadth, 43 feet; depth, 24.9
 feet; service, Ocean Passenger; indicated horse-
 power, 2,600; built during the year 1873 at Phila-

delphia, Pa., and whose home port is New York City, N. Y.; that said [11] vessel is now lying in the roadstead opposite the port of Nome, within a marine league of shore and within the jurisdiction of this Honorable Court.

2. That during all of the times herein mentioned the said steamship "Ohio" was engaged as a common carrier by water of passengers, baggage and freight, as an ocean-going vessel between the port of Seattle, in the State of Washington, and the sub-port of Nome, in the District of Alaska.

3. That on or about the first day of June, 1908, at the port of Seattle, in the State of Washington, each of the libelants herein purchased from the duly authorized agent of said vessel a ticket entitling each of libelants to a passage on said vessel from said port of Seattle to said port of Nome, paying for said tickets Seventy-five Dollars (\$75.00) and Thirty-five Dollars (\$35.00), respectively, for saloon and steerage passages and accommodations on said vessel between said ports on said voyage, and each of said libelants was thereafter received on board said vessel as a passenger on said voyage from Seattle, Washington, to Nome, Alaska, and made said trip on said voyage.

4. That under said tickets and respective contracts of carriage the owners, charterers, officers and agents of said vessel warranted that said ship was in all respects tight, stout, staunch and strong and otherwise seaworthy, and fully capable of making said voyage and safely landing libelants at the Port of Nome, Alaska, in the usual, ordinary and custo-

mary way, time and manner as other vessels of like class made said voyage, and further warranted that said vessel was properly manned and equipped with all necessary appliances for the safety of its passengers and for the use of said ship, and that provision had been made for sufficient quantities of good and wholesome food for said passengers on said voyage, and that due care had been made in the selection of the master and other officers of said vessel necessary to safely transport said libelants between [12] said ports and safely land them at the port of Nome in the usual, ordinary and customary way, manner and time, together with their baggage and freight shipped on board on said voyage.

5. That the said representations and warranties so made by the owners, charterers, officers and agents of said vessel, as in the preceding paragraphs mentioned, were false and untrue in the following respects, viz.:

Said vessel was not tight, stout, staunch and strong, and was unseaworthy and incapable of making said voyage and safely landing said libelants at said port of Nome in the usual, ordinary and customary way, time and manner as other vessels of like class made on said voyage between said ports; that the plates in the hull of said vessel at and below her water-line were and are old, brittle, greatly scaled and so thin by reason of such scaling that said vessel was not, during any of the times herein mentioned a seaworthy vessel on a voyage between said ports, leaving the port of Seattle on June first, all of which the owners, charterers, officers and agents of said

vessel at all times well knew, and of which fact libelants were wholly unaware at the time of engaging passage on and making said voyage.

That said vessel was not properly manned and equipped with the necessary appliances for the safety of its passengers or the use of said ship, and that provision had not been made for a sufficient quantity of good and wholesome food for libelants and the other passengers on said voyage, but that said ship was insufficiently provisioned with food for said voyage; that the meats served were putrid and unfit to eat, and made libelants ill on said voyage and that said owners, charterers, officers and agents of said vessel failed to use due care in the selection of the master of said vessel and failed, neglected and refused to transport libelants between said ports in the usual, ordinary, [13] and customary way, manner and time consumed by other vessels of like class on said voyage between said ports; but, on the contrary, consumed forty days' time on said voyage from the date of sailing at the port of Seattle to the date of landing libelants at the port of Nome, whereas, the sailing time of other vessels of like class with said steamship "Ohio" on said voyage was but fifteen days.

That ——— Conradi, the master in charge of said vessel on said voyage, was at all times herein mentioned incompetent to take charge of and manage said vessel on said voyage, and on said voyage navigated, sailed and managed said vessel in an incompetent and unseamanlike manner, that he failed, neglected and refused to attempt to navigate said vessel to the port of Nome and land said libelants and

other passengers on said voyage and refused to permit his inferior officers on said vessel to so navigate the same; that said master permitted said vessel to lie at anchor in an open sea in calm weather for hours at a time without reason or cause therefor; would not permit any inferior officer to take charge of and navigate said vessel while he, the said master, was sleeping, but would require said ship to lie at anchor during said times; refused to answer signals from other vessels when such vessels attempted to signal the steamship "Ohio"; lie at anchor on one occasion in a thick fog, and failed and neglected to blow a whistle or ring the bell during a space of many hours, said vessel then lying and being in the track and upon the usual and customary course of other vessels plying between Unimak Pass and the port of Nome; was arrogant, violent and abusive to the passengers on board said vessel, including libelants, and without cause or reason therefor, and at one time entered the steerage compartment of said vessel with an exposed loaded revolver in his hand and threatened the [14] passengers with violence without cause or reason therefor; fully intended to and would have navigated said vessel from Bering Sea back to Seattle with all of libelants on board had it not been for the Revenue Cutters "Thetis" and "McCulloch," and the joint commands of the officers thereof, demanding and insisting that said steamship "Ohio" be brought into the port of Nome with the United States mail, her passengers and cargo, and otherwise in many ways wholly failed, neglected and refused to navigate said vessel and bring her to her port of destination as

under said respective carriage contracts the owners, charterers, officers and agents of said vessel had agreed to do, and the said master was in many other ways wholly incompetent to navigate said vessel on said voyage, all of which the owners, charterers, officers and agents of said vessel well knew.

That for a period of six days upon said voyage libelants and the other passengers on board said vessel were put upon two meals a day, whereas there was on board said vessel a sufficient amount of provisions carried in cargo to have supplied three meals a day in the regular, usual, ordinary and customary way as is supplied on vessels of like class on voyages between said ports, which said short rations were supplied and furnished without cause or reason therefor, and that the provisions furnished were unwholesome and unfit for consumption, and caused illness to libelants, and that the meats furnished were tainted by being permitted to hang in the sun on the after-deck of said vessel, and that libelants were compelled to eat such tainted meats or go hungry, and libelants suffered great discomfort and hunger on account of an insufficient supply of food and the unwholesome quality thereof.

6. That on or about the first day of June, 1908, and prior thereto, the said steamship "Ohio," through her owners, charterers, and agents, caused to be extensively advertised that [15] said vessel would sail from the port of Seattle on the first day of June, 1908, and would transport and carry passengers, baggage and freight from said port to the port of Nome in the ordinary, usual and customary

way, time and manner of vessels of like class on the first sailing between said ports, and libelants believing the representations made to be true, and upon the further oral representations and promise of a like nature made unto libelants by the authorized agents of said vessel, said libelants individually and not collectively, made and entered into a contract with said vessel wherein and whereby the said steamship "Ohio," through her said agents aforesaid, undertook, promised and agreed to carry libelants between said ports in the customary, usual and ordinary way, manner and time of vessels of like class on first sailings between said ports and to furnish the usual, ordinary and customary accommodations on said voyage, and in consideration of said premises and agreements for and on behalf of said steamship "Ohio" libelants, individually, at the date aforesaid, engaged passage on said steamship from said port of Seattle to the port of Nome, and paid therefor the passage money amounting to the sum of Seventy-five Dollars (\$75.00) and Thirty-five Dollars (\$35.00) respectively, for saloon or first-class and second-class or steerage accommodations on said vessel on said voyage, and received tickets for said passage accordingly.

7. That said libelants performed all the terms and conditions of said contracts on their part to be performed, and the said steamship "Ohio" on the first day of June, 1908, entered upon the performance of said respective carriage contracts on her part, but thereafter and upon arrival in Bering Sea committed a breach of said respective carriage contracts and failed and neglected and refused to carry out said

contracts to the damage of said libelants as herein alleged.

8. That said vessel sailed from the port of Seattle, Washington, on the first day of June, 1908, and did not arrive [16] in the port of Nome until about four o'clock A. M. of July 11th, 1908, being twenty-five days overdue, which said delay was occasioned by virtue of the unseaworthy condition of said vessel as herein alleged and on account of the incompetency of said master and his arrogant and wilful failure, refusal and neglect to properly navigate said vessel in a seamanlike manner and bring her safely to the port of Nome, in the usual, ordinary and customary way, time and manner vessels of like class were brought to said last-named port on like voyages and under like conditions met by the said steamship "Ohio" on said trip; all of which was in the wilful, flagrant and open violation of said several contracts of carriage so entered into by said libelants as aforesaid, and which said several breaches of contract on behalf of said vessel was occasioned without fault on behalf of libelants, or either or any of them.

9. That libelants herewith file with this said libel, and by reference make the same a part thereof, "Schedule A," containing a list of the names of libelants into saloon or first-class passengers and into second-class or steerage passengers.

10. That said libelants known as second-class or steerage passengers allege that on the faith of the warranties, representations and agreements on the part of said vessel as aforesaid they each went to a large expense to prepare for said voyage, and each

expended the sum of Thirty-five Dollars (\$35.00) for his ticket, and by virtue of said vessel arriving in Nome twenty-five days overdue and libelants being put upon short rations, each of said libelants has been hindered and delayed in his business or occupation and has lost a large amount of time during which he was hindered from carrying on his business or doing any work whatever, to his damage each in the sum of Two Hundred Dollars (\$200.00). [17]

11. That said libelants known as first-class or saloon passengers allege that on the faith of the warranties, representations and agreements on the part of said vessel as aforesaid, they each went to a large expense to prepare for said voyage and each expended the sum of Seventy-five Dollars (\$75.00) for his ticket and by virtue of said vessel arriving in Nome twenty-five days overdue and libelants being put on short rations, each of said libelants has been hindered and delayed in his business or occupation and has lost a large amount of time, during which he was hindered from carrying on his business or doing any work whatever to his damage each in the sum of Three Hundred Dollars (\$300.00).

12. Libelant E. A. Thiele, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of One Thousand Dollars (\$1,000.00).

13. Libelant Samuel Kean, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract afore-

said, and because of the delay in arriving at the port of Nome, as aforesaid, he has been damaged in the further sum of One Thousand Dollars (\$1,000.00).

14. Libelant E. J. Yetter, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Fifteen Hundred Dollars (\$1,500.00).

15. Libelant M. M. Cather, in addition to her general damages herein alleged, specially alleges that she shipped on board said vessel on said voyage a large stock of millinery consisting principally of 1908 trimmed spring hats for ladies' wear, which said stock was of the value of about Six Thousand Dollars [18] (\$6,000.00), which said stock would have met with a ready sale on the Nome market and brought said sum had the same arrived twenty days earlier in the said port of Nome, but that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, said stock of millinery is now unsaleable and has depreciated in value in the sum of Four Thousand Dollars (\$4,000.00), and because and on account of the matters and things aforesaid specially pleaded, libelant has been damaged in the further sum of Four Thousand Dollars (\$4,000.00).

16. Libelant Wm. F. Tasker, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged

in the further sum of Five Hundred Dollars (\$500.00).

17. Libelant Wm. Greenberg, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

18. Libelant George Gold, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

19. Libelant, C. C. Crooks, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Seven Hundred and Fifty Dollars (\$750.00).

20. Libelant J. F. McCulloch, in addition to his general damages herein alleged, specially alleges that on account of the [19] breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Hundred Dollars (\$300.00).

21. Libelant Wm. Zimmer, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port

of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

22. Libelant C. J. Leeds, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

23. Libelant J. P. Bush, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

24. Libelant C. F. Ashford, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

25. Libelant C. M. Ashford, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

26. Libelant E. A. Fox, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Hundred Dollars (\$300.00).

27. Libelant A. N. Casey, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Four Hundred Dollars (\$400.00).

28. Libelant Chas. Estmere, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Five Hundred Dollars (\$500.00).

29. Libelant C. W. Keller, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Hundred Dollars (\$300.00).

30. Libelant R. T. Lamb, in addition to his general damages herein alleged, specially alleges that on account of the breach of said carriage contract aforesaid, and because of the delay in arriving at the port of Nome as aforesaid, he has been damaged in the further sum of Three Thousand Dollars (\$3,000.00).

That all and singular the premises are true, and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

WHEREFORE, libelants pray process of attachment in due form of law, according to the course of this Honorable Court in cases of admiralty and maritime jurisdiction, and that the same may issue

against the said steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, and that the said Master ——— Conradi and all other persons having or pretending to have any right, title or interest therein may be cited to appear and answer all and singular the matters and things aforesaid; and that this Honorable Court would be pleased to pronounce for the damages aforesaid to each of said libelants; that said vessel, her boilers, engines, machinery, tackle, apparel [21] and furniture, may be condemned and sold to pay the same, with costs, and that the Court will grant to each of said libelants such other and further relief as to justice may appertain.

GEO. D. SCHOFIELD,
Proctor for Libelants.

United States of America,
District of Alaska,
Port of Nome,—ss.

R. T. Lamb, being first duly sworn, according to law, says: That the matters stated in the foregoing libel so far as they are therein stated of his own knowledge are true, and so far as they are therein stated on information and belief derived from others, he believes them to be true; that affiant makes this affidavit for himself and his colibelants herein.

R. T. LAMB.

Subscribed and sworn to before me this 14th day of July, 1908.

[Notarial Seal]

L. F. THOMAS,
Notary Public for Alaska.

[Endorsed]: Original. #110-Ad. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. Libel in Rem. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 14, 1908. Jno. H. Dunn, Clerk. By ———, Deputy. Geo. D. Schofield, Proctor for Libelants. McB. [22]

In the United States District Court for the District of Alaska, Second Division.

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Penton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M.

Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W.M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Grief, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosco-vich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft,

H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, [23] Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather, and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

Monition and Attachment.

The President of the United States of America, to the Marshal of the United States for the District of Alaska, Second Division, or any of his Deputies, Greeting:

WHEREAS, a libel hath been filed in the United States District Court, District of Alaska, Second

Division, on the 14th day of July, 1908, by the libelants above named for the reasons and causes in said libel mentioned, and praying the usual process and monition of the said Court in that behalf to be made, and that all persons interested in the said steamship or vessel, her boilers, engines, machinery, tackle, apparel and furniture, may be cited in general and special to answer the premises, and all proceedings being had that the said steamship or vessel, her boilers, engines, machinery, tackle, apparel and furniture, [24] may for the causes in the said libel mentioned, be condemned and sold to pay the demand of the libelants.

YOU ARE THEREFORE HEREBY COMMANDED to attach the said steamship or vessel, her boilers, engines, machinery, tackle, apparel and furniture, and to retain the same in your custody until the further order of the Court respecting the same, and to give due notice to all persons claiming the same, or knowing or having anything to say why the same should not be condemned and sold pursuant to the prayer of the said libel, that they may be and appear before the said Court, to be held in the District of Alaska, Second Division, on the 1st day of August, A. D. 1908, at ten o'clock in the forenoon of the same day, if that day shall be a day of jurisdiction, otherwise on the next day of jurisdiction thereafter, then and there to interpose a claim for the same, and to make their allegation in that behalf. And what you shall have done in the premises do you then and there make return thereof, together with this writ.

WITNESS, the Honorable ALFRED S. MOORE,
Judge of the said United States District Court, and
the seal of the said Court, affixed this 14th day of
July, 1908.

[Court Seal]

JNO. H. DUNN,
Clerk of Said Court.
By Angus McBride,
Deputy.

GEO. D. SCHOFIELD,
Proctor for Libelants. [25]

United States of America,
District of Alaska,
Second Division,—ss.

In obedience to the attached Monition, I attached
the S. S. "Ohio" therein described on the 14th day
of July, 1908, and have given due notice to all persons
claiming the same that this Court will on the 1st day
of August, 1908 (if that day should be a day of juris-
diction, if not on the next day of jurisdiction there-
after), proceed to the trial and condemnation thereof,
should no claim be interposed for the same. And
that on the 21st day of July, 1908, I released the said
vessel upon receiving a bond approved by attorney
for plaintiffs.

T. C. POWELL,
United States Marshal.
By Jas. J. Stokes,
Deputy.

MARSHAL'S COSTS:

1 Service	\$6.00
Expense	4.00
	<hr/>
	\$10.00

[Endorsed]: Original. #110. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. Monition and Attachment. Filed in the Office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 23, 1908. Jno. H. Dunn, Clerk. By _____, Deputy. Geo. D. Schofield, Proctor for Libelants. 2658. McB. [26]

*In the United States District Court for the District
of Alaska, Second Division.*

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkoff, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M.

Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Wiese, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Torno-
vich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton,

Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, [27] P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bodin, Mrs. P. S. Bodin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather, Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

Stipulation for Costs.

WHEREAS, a libel was filed in this Court on the 14th day of July, A. D. 1908, by above-named libelants against the steamship or vessel called the "Ohio," her tackle, apparel and furniture, for the reasons and causes in the said libel mentioned, and the said libelants and surety, the parties hereto, hereby consenting and agreeing that in case of de-

fault or contumacy on the part of the libelants or their surety, execution may issue against their goods, chattels and lands for the sum of Two Hundred and Fifty Dollars, conditioned that the said libelants above named shall pay all such costs as shall be awarded against them by this court, or in case of appeal, by the Appellate Court.

H. G. GORIN, SILVEY STUART, R. T. LAMB, Thomas Parker, Mary Green, David F. Stoy, Mrs. I. F. Garlick, Miss Pearl Garlick, Mrs. Maggie Lamb, Miss Nellie Murison, E. C. Tholstrup, Robert J. Monson, F. O. Whist, Louis Seltzer, M. C. Madison, P. S. Bodin, James E. Murphy, C. M. Burns, George Gold, [28] Mrs. F. L. Brous, Ethel Strout, C. W. Keller, W. F. Tasker, A. P. Tasker, Mr. Ralph D. Pomeroy, Mr. C. Durkopp, Chas Spannan, Henry Ross, F. R. Rowley, Jr., Cap H. Beveridge, B. H. Wile, Martin Foss, P. F. Greene, J. Sundquist, Elmer Claassen, Dan O'Leary, M. Holm, J. Ekberg, Ed Johnson, Ed Magnusson, Charles Gassar, John Ericson, W. M. Carlson, A. Johnson, Alfred Elsliger, Fred Larson, John Potee, M. A. Loudon, J. F. McCulloch, John H. Edwards, James W. Allan, Frank Gardner, Wash Longmire, Frederick Rennie, J. Greef, Wm. Greenberg, Henry Holst, Victor Widing, Emil Snell, Fred Nordin, Alfred Ostman, Erik Wiklund, Ira C. Brenton, Christ Funke, James Scales, F. A. Norgren, Jos. Curby, R. P. McDonald, John A. Gardiner, Adam Muri-

son, Louis Mellor, C. C. Crooks, Fred Oulet,
Otto Fosback, James Price, Wm. Zimmer, R.
Reginald Tunbridge, Geo. McClanahan,

Principals.

D. E. CROWLEY,

Surety.

Taken and acknowledged before me this 14th day
of July, 1908.

[Notarial Seal]

GEO. D. SCHOFIELD,

Notary Public. [29]

District of Alaska,

Second Division,—ss.

D. E. Crowley, being duly sworn, says that he is
worth the sum of Five Hundred Dollars over and
above all his just debts and liabilities, and property
exempt from execution.

D. E. CROWLEY.

Sworn to this 14 day of July, A. D. 1908, before
me,

[Notarial Seal]

GEO. D. SCHOFIELD,

Notary Public for Alaska, Residing at Nome,
Alaska.

[Endorsed]: Original. No. 110-Ad. In the
United States District Court, District of Alaska,
Second Division. R. T. Lamb et al., Libelants, vs.
S. S. "Ohio," etc., Respondent. Stipulation. Filed
in the Office of the Clerk of the Dist. Court of Alaska,
Second Division, at Nome. Jul. 14, 1908. Jno. H.
Dunn, Clerk. By ———, Deputy. Geo. D.
Schofield, Proctor for Libelants. Ad. Bonds #1,
page 309. Comp. McB. [30]

Schedule "A."

*In the United States District Court for the District
of Alaska, Second Division.*

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machin-
ery, Tackle, Apparel and Furniture,

Respondent.

FIRST-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
C. C. Crooks.....	\$300.00	\$750.00	\$1,050.00
Mrs. C. C. Crooks.....	300.00		300.00
S. C. Adams.....	300.00		300.00
Thomas Parker.....	300.00		300.00
Joseph Sliscovich.....	300.00		300.00
George McArthur... ..	300.00		300.00
Maggie McArthur.....	300.00		300.00
Mrs. W. H. Mitchell.....	300.00		300.00
Margaret Brady.....	300.00		300.00
Mrs. N. Howard.....	300.00		300.00
Ralph D. Pomeroy.....	300.00		300.00
Charles Durkopp.....	300.00		300.00
Ike M. Goldman.....	300.00		300.00
Mrs. Etta Goldman.....	300.00		300.00
David T. Stoy.....	300.00		300.00
R. T. Lamb.....	300.00	3,000.00	3,300.00
Mrs. R. T. Lamb.....	300.00		300.00
Joe Nellis.....	300.00		300.00
Mary Green.....	300.00		300.00

Names.	General Damage.	Special Damage.	Total.
Mrs. I. F. Garlick.....	\$300.00		\$300.00
Pearl Garlick.....	300.00		300.00
H. G. Gorin.....	300.00		300.00
C. W. Keller.....	300.00	\$300.00	600.00
Joseph Curby.....	300.00		300.00
Wm. Greenberg.....	300.00	500.00	800.00
J. J. Sullivan.....	300.00		300.00
Mrs. J. J. Sullivan.....	300.00		300.00
Sam Halzswerg.....	300.00		300.00
Mrs. Lue Halzswerg.....	300.00		300.00
Louise Wandt.....	300.00		300.00
L. G. Prigg.....	300.00		300.00
Mrs. L. G. Prigg.....	300.00		300.00
Paul Hoff.....	300.00		300.00
Robert J. Monson.....	300.00		300.00
Mrs. E. L. Brous.....	300.00		300.00
John Schafer.....	300.00		300.00
Geo. Mason.....	300.00		300.00
			<hr/> \$15,350.00

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FIRST-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Brought forward....			\$15,350.00
Mrs. Geo. Mason.....	300.00		300.00
Nellie Murison.....	300.00		300.00
Mrs. H. G. Fenton.....	300.00		300.00
Ethel Strout.....	300.00		300.00
L. U. Stenger.....	300.00		300.00
S. Fenton.....	300.00		300.00
E. A. Thiele.....	300.00	1,000.00	1,300.00

Names.	General Damage.	Special Damage.	Total.
Samuel Kean.....	\$300.00	\$1,000.00	\$1,300.00
Wm. F. Tasker.....	300.00	500.00	800.00
Mrs. Ada P. Tasker.....	300.00		300.00
P. S. Bodin.....	300.00		300.00
Mrs. P. S. Bodin.....	300.00		300.00
Lawrence S. Kerr.....	300.00		300.00
E. J. Yetter.....	300.00	1,500.00	1,800.00
J. F. McCulloch.....	300.00	300.00	600.00
C. J. Leeds.....	300.00	500.00	800.00
J. P. Bush.....	300.00	500.00	800.00
C. F. Ashford.....	300.00	500.00	800.00
E. A. Fox.....	300.00	300.00	600.00
G. M. Ashford.....	300.00	500.00	800.00
A. N. Casey.....	300.00	400.00	700.00
M. M. Cather.....	300.00	4,000.00	4,300.00
Chas. Estmere.....	300.00	500.00	800.00
			<hr/> \$33,750.00

60—First Class. [32]

SECOND-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Silvey Stuart.....	\$200.00	\$	\$200.00
E. C. Tholstrup.....	200.00		200.00
Chas. Spannan.....	200.00		200.00
Geo. McClanahan.....	200.00		200.00
J. O. Binder.....	200.00		200.00
Johan Nilsen.....	200.00		200.00
W. G. Smith.....	200.00		200.00
H. A. Sester.....	200.00		200.00
W. A. Boyce.....	200.00		200.00

Names.	General Damage.	Special Damage.	Total.
H. Beveridge	\$200.00		\$200.00
M. Holm	200.00		200.00
A. Cowan	200.00		200.00
James Forsythe	200.00		200.00
Oscar Schmidt	200.00		200.00
B. H. Wile	200.00		200.00
R. B. Smith	200.00		200.00
Henry Holst	200.00		200.00
O. S. Weaver	200.00		200.00
C. Brown	200.00		200.00
Elmer Claassen	200.00		200.00
Emil Snell	200.00		200.00
Henry Bern	200.00		200.00
Alfred Ortman	200.00		200.00
W. M. Carlson	200.00		200.00
Ed. Magnusson	200.00		200.00
John Norback	200.00		200.00
R. P. McDonald	200.00		200.00
Oscar Engstrom	200.00		200.00
L. T. Malarkey	200.00		200.00
M. Dannem	200.00		200.00
D. O'Leary	200.00		200.00
M. D. Reed	200.00		200.00
C. M. Burns	200.00		200.00
E. Wiklund	200.00		200.00
Adolf Melinder	200.00		200.00
Julius Carlson	200.00		200.00
P. A. Ostberg	200.00		200.00
Fred Nordin	200.00		200.00
Frank Gardner	200.00		200.00
E. Regner	200.00		200.00

Names.	General Damage.	Special Damage.	Total.
J. Ekberg.....	\$200.00		\$200.00
Denis Deasy.....	200.00		200.00
John H. Edwards.....	200.00		200.00
Tom Steininger.....	200.00		200.00
Victor Widing.....	200.00		200.00
Josef Mix.....	200.00		200.00
C. Johnson.....	200.00		200.00
Wm. Hyland.....	200.00		200.00
Geo. Gold	200.00	\$500.00	700.00
Fred Whist.....	200.00		200.00
Henry Ross.....	200.00		200.00
Fred A. Henton.....	200.00		200.00
M. C. Madison.....	200.00		200.00
Martin Foss.....	200.00		200.00
G. Holm.....	200.00		200.00
James E. Murphy.....	200.00		200.00
F. E. Morgan.....	200.00		200.00
Harry Waldman.....	200.00		200.00
L. Melander.....	200.00		200.00
Wm. Zimmer.....	200.00	500.00	700.00
			<hr/> \$13,000.00

[33]

SECOND-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Brought forward....			\$13,000.00
Gust Anderson.....	\$200.00		\$200.00
H. C. Larson.....	200.00		200.00
Charles Gassar.....	200.00		200.00
J. Greef.....	200.00		200.00

Names.	General Damage.	Special Damage.	Total.
J. Weis	\$200.00		\$200.00
Otto Fosback.....	200.00		200.00
Axel Jakobson.....	200.00		200.00
Gust Johnson.....	200.00		200.00
F. J. Mitchell.....	200.00		200.00
Ed. Johnson.....	200.00		200.00
Wm. Johnson.....	200.00		200.00
Gust Lundquist.....	200.00		200.00
D. A. Gellatly.....	200.00		200.00
Terry Bagdalf.....	200.00		200.00
John Glukaich.....	200.00		200.00
A. S. Embree.....	200.00		200.00
W. A. Weise.....	200.00		200.00
Anthony Lewohl.....	200.00		200.00
Michele Pivich.....	200.00		200.00
Mayk Stopich.....	200.00		200.00
Peter Droscovich.....	200.00		200.00
Theodore Kossage.....	200.00		200.00
Frank Rutanich.....	200.00		200.00
Anton Marinich.....	200.00		200.00
Toro Plackovich.....	200.00		200.00
Milich Plackovich.....	200.00		200.00
Nikola Tornovich.....	200.00		200.00
Esten Koller.....	200.00		200.00
A. M. Andersen.....	200.00		200.00
Davit Kimari.....	200.00		200.00
Jack Dahl.....	200.00		200.00
William Yetter.....	200.00		200.00
Fred Oulet.....	200.00		200.00
Arthur Bellemore.....	200.00		200.00
W. H. Weaver.....	200.00		200.00

Names.	General Damage.	Special Damage.	Total.
W. R. Barnett.....	\$200.00		\$200.00
F. R. Pierson.....	200.00		200.00
Frank Lainell.....	200.00		200.00
Louis Scramaglia.....	200.00		200.00
Louis Seltzer.....	200.00		200.00
Max Berg.....	200.00		200.00
F. A. Norgren.....	200.00		200.00
M. Anderson.....	200.00		200.00
Ira C. Brenton.....	200.00		200.00
Andrew G. Taft.....	200.00		200.00
H. Marks.....	200.00		200.00
C. Shinbo.....	200.00		200.00
T. Yomanaka.....	200.00		200.00
Fey Oulet.....	200.00		200.00
James Rice.....	200.00		200.00
John Duguid.....	200.00		200.00
John A. Gardiner.....	200.00		200.00
Christ Frinke.....	200.00		200.00
Louis Mellor.....	200.00		200.00
H. W. Heine.....	200.00		200.00
J. Rogers.....	200.00		200.00
Geo. M. Blair.....	200.00		200.00
James Hirabayasti.....	200.00		200.00
Henry Anderson.....	200.00		200.00
Wash Longmire.....	200.00		200.00
Leonard Ferrier....	200.00		200.00
			<hr/> \$25,200.00

SECOND-CLASS PASSENGERS.

Names.	General Damage.	Special Damage.	Total.
Brought Forward.....			\$25,200.00
Frederick Rennu.....	\$200.00		200.00
S. Tojire.....	200.00		200.00
James W. Allan.....	200.00		200.00
Adam Murison.....	200.00		200.00
C. Carstens.....	200.00		200.00
H. Andersen.....	200.00		200.00
R. Wallace.....	200.00		200.00
J. Cokelody.....	200.00		200.00
Richard Wufahl.....	200.00		200.00
Kunpe Okabe.....	200.00		200.00
John Curson.....	200.00		200.00
Aloys Kallfeby.....	200.00		200.00
Mato Jovovich.....	200.00		200.00
Miho Tapovich.....	200.00		200.00
F. Mairmehi.....	200.00		200.00
P. F. Greene.....	200.00		200.00
J. Lundquist.....	200.00		200.00
James Scales... ..	200.00		200.00
Alfred Elsliger.... .	200.00		200.00
Fred Larsen.....	200.00		200.00
J. W. Taylor.....	200.00		200.00
John Potee.....	200.00		200.00
M. A. Loudon.....	200.00		200.00

Total, Second-Class Passgrs.....\$29,800.00

“ First-Class “ 33,750.00

Total.....\$63,550.00

144 Second Class.

[Endorsed]: No. 110-Ad. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. "Schedule A." Showing First-class and Steerage Passengers with Damages Claimed Referred to in Libel. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 14, 1908. Jno. H. Dunn, Clerk. By _____, Deputy. Geo. D. Schofield, Proctor for Libelants. McB. [35]

In the District Court for the District of Alaska, Second Division.

R. T. LAMB, Mrs. R. T. LAMB, S. C. ADAMS, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan,

J. O. Binder, Johan Nielsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, KJ. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jacobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nickola Tornovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Piersen, Frank Lainell,

Louis Scramaglia, Louis Seltzer, Max Berg,
 F. A. Norgren, M. Anderson, Ira C. Bren-
 ton, Andrew C. Taft, H. Marksk, C. Shinbo,
 E. J. Yetter, T. Yomanaka, Fey Oulet, James
 Rice, John Duguid, John A. Gardner, Christ
 Frinke, Louis Mellor, H. W. Heine, J. Rogers,
 Geo. M. Blair, James Hirabayasti, Henry An-
 derson, Wash Longmire, Leonard Ferrier,
 Frederick Rennu, S. Tojire, James W. Allan,
 Adam Murison, C. Carstens, H. Anderson, R.
 Wallace, J. Cokelody, Richard Wufahl, Kunpe
 Okabe, John Curson, Aloys Kallfeby, Mato
 Jovoich, Miho Tapovich, F. Mairmehi, P. F.
 Greene, J. Lundquist, James Scales, W. M.
 Tasker, [36] Ada P. Tasker, P. S. Bordin,
 Mrs. P. S. Bordin, Alfred Elsliger, Fred Lar-
 sen, Lawrence S. Kerr, J. W. Taylor, John
 Potte, M. A. Loudon, J. F. McCulloch, E. A.
 Fox, G. M. Ashford, A. N. Casey, C. J. Leeds,
 J. P. Bush, C. F. Ashford, M. M. Cather, and
 Chas. Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Ma-
 chinery, Tackle, Apparel and Furniture,
 Respondent.

Answer [White Star Steamship Co.].

To the Honorable ALFRED S. MOORE, Judge of
 the District Court, for the District of Alaska,
 Second Division:

The Answer of the WHITE STAR STEAMSHIP
 COMPANY, owner and claimant of the steamship

“Ohio,” to the libel of the above libelants against the steamship “Ohio,” Respondent.

1. It admits the allegation of Article 1 of the said libel, save and except that the home port of the steamship “Ohio” is the port of New York, State of New York; and further avers that the home port of the said steamship “Ohio” is the port of Seattle, State of Washington.

2. Admits the allegation of article 2 of the libel.

3. Admits the allegation of article 3 of the libel.

4. Denies each and every allegation of article 4 of the said libel. [37]

5. Denies each and every allegation of article 5 of the said libel.

6. Denies each and every allegation of article 6 of the said libel.

7. Denies each and every allegation of article 7 of the said libel.

8. Denies each and every allegation of article 8 of the said libel.

9. Admits the allegation of article 9 of the said libel.

10. Denies each and every allegation of article 10 of the said libel, save and except that each of the steerage passengers paid \$35.00 for their tickets; and denies further that each or any one of the said steerage passengers was injured in the sum of \$200.00 or at all.

11. Denies each and every allegation of article 11 of the said libel, save and except that each of the first-class passengers paid the sum of \$75.00 for their tickets; and further denies that each or any of the

said first class passengers were injured in the sum of \$300.00, or at all.

12. Denies that the libelant, E. A. Thiele, mentioned in article 12 of the said libel, suffered special damages in the sum of \$1,000.00, or any other sum, or at all.

13. Denies that the libelant, Samuel Kean, mentioned in article 13 of the said *libe*, suffered special damages in the sum of \$1,000.00, or any other sum, or at all. [38]

14. Denies that the libelant, E. J. Yetter, mentioned *of* article 14 of the said libel, suffered special damages in the sum of \$1,500.00, or in any other sum, or at all.

15. Denies that the libelant, M. M. Cather, mentioned *of* article 15 of the said libel, suffered special damages in the sum of \$4,000.00, or in any other sum, or at all.

16. Denies that the libelant, Wm. F. Tasker, mentioned in article 16 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

17. Denies that the libelant, Wm. Greenberg, mentioned in article 17 of the said libel, suffered special damages in the sum of \$500.00, or in any other sum, or at all.

18. Denies that the libelant, George Gold, mentioned in article 18 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

19. Denies that the libelant, C. C. Crooks, mentioned in article 19 of the said libel, suffered special

damages in the sum of \$750.00, or any other sum, or at all.

20. Denies that the libelant, J. F. McCulloch, mentioned in article 20 of the said libel, suffered special damages in the sum of \$300.00, or any other sum, or at all.

21. Denies that the libelant, Wm. Zimmer, mentioned in article 21 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

22. Denies that the libelant, C. J. Leeds, mentioned in article 22 of the said libel, suffered [39] special damages in the sum of \$500.00, or any other sum, or at all.

23. Denies that the libelant, J. P. Bush, mentioned in article 23 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

24. Denies that the libelant, C. F. Ashford, mentioned in article 24 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

25. Denies that the libelant, G. M. Ashford, mentioned in article 25 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

26. Denies that the libelant, E. A. Fox, mentioned in article 26 of the said libel, suffered special damages in the sum of \$300.00, or any other sum, or at all.

27. Denies that the libelant, A. N. Casey, mentioned in article 27 of the said libel, suffered special

damages in the sum of \$400.00, or any other sum, or at all.

28. Denies that the libelant, Chas. Estmere, mentioned in article 28 of the said libel, suffered special damages in the sum of \$500.00, or any other sum, or at all.

29. Denies that the libelant, C. W. Keller, mentioned in article 29 of the said libel, suffered special damages in the sum of \$300.00, or any other sum, or at all.

30. Denies that the libelant, R. T. Lamb, mentioned in article 30 of the said libel, suffered special damages in the sum of \$3,000.00, or any other sum, or at all. [40]

31. And the White Star Steamship Company, claimant herein, further answering, alleges:

That the White Star Steamship Company is a corporation organized and existing under the laws of the State of Washington.

That it is the sole owner of the said steamship "Ohio"; and was the sole owner at all the times mentioned in the said libel.

32. And claimant further avers that when the said steamship "Ohio" left the port of Seattle, on the first day of June, 1908, for the port of Nome, the said steamship was tight, strong and seaworthy, and was capable of making said voyage and safely landing the said libelants at said port of Nome. And claimant further avers that it did land all the said libelants safely at the port of Nome on the morning of the 11th of July, 1908.

33. And claimant further avers that the said

steamship "Ohio" on the 8th day of June, 1908, while proceeding on her voyage on her course to the port of Nome, struck large fields of ice near Nunivak Island; that she proceeded with due diligence through the said fields of ice as was consistent with safety to the passengers and the said steamship "Ohio." That the ice in Bering Sea was of such great quantity and such great thickness and compactness that at places it was impossible for a passenger ship at that time to safely go through the said ice pack to the port of Nome without great danger to the safety of the lives of the passengers and without great danger and injury and loss to the said steamship "Ohio." That during the months of June and July, 1908, the quantity and thickness of ice in the Bering Sea was far in excess of the usual amount that is found in the Bering Sea during that season of the year. [41]

34. And claimant further avers that on the 28th day of June, 1908, while the said steamship "Ohio" was laying off St. Lawrence Island at anchor, by reason of the fact that there was an impassible barrier of ice between the said steamship "Ohio" and the port of Nome, and it appearing to the captain that it might be days, weeks or months before he would be able to reach the port of Nome, he determined to place the passengers on two meals a day as a precautionary measure for the future; and that for a period of six or seven days he instructed the steward to serve only two meals a day, breakfast and dinner; that there was no limitation on the amount of food that each or all of the passengers could have

at these two meals, and no passenger was injured thereby, or suffered at all for want of food.

35. And claimant further avers that each first-class passenger made and entered into a contract in writing, a copy of which is hereto annexed marked Exhibit "A"; that a contract containing the conditions in Exhibit "A" was signed by each and all of the first-class passengers, and the conditions therein mentioned were the conditions under which the said steamship "Ohio" transported each and all of the said first-class passengers to the port of Nome.

36. And claimant further avers that each and every steerage passenger made and entered into a contract in writing, a copy of which is hereto annexed, marked Exhibit "B," and made a part of this answer; that a contract containing the conditions therein mentioned was signed by each and all of the steerage passengers, and the conditions therein mentioned were the conditions under which the said steamship "Ohio" transported each [42] and all of the said steerage passengers to the port of Nome.

37. And claimant further avers that each first-class and steerage passenger agreed to the following condition in the said contracts as set forth in Exhibits "A" and "B," to wit:

"The holder of this ticket agrees that if he shall be injured or damaged by the doing of, or the failure or omission to do any act or thing by the Company, the vessel, or the officers or employees of either, he will make complaint thereof in writing to the master or purser of the steamer, stating the particulars in which he

claims to be damaged or aggrieved, within twenty-four hours after the damage or injury has occurred.”

38. And claimant further avers that no one of the above libelants made any complaint in writing to any agent, master or purser of the steamer within twenty-four hours after the alleged damage or injury occurred.

39. Claimant further avers that due care had been exercised in the selection of master and other officers of the said vessel by the said claimant.

And, therefore, this claimant, the White Star Steamship Company, prays that this Honorable Court will pronounce against the demands of the libelants, and each and all of them, in this libel above mentioned, with costs.

DUDLEY DuBOSE,

Proctor for Claimant. [43]

United States of America,

District of Alaska,—ss.

C. G. Conradi, being first duly sworn, deposes and says, that he is the master of the steamship “Ohio,” Respondent in the above-entitled libel; that he has read the foregoing answer of the claimant, the White Star Steamship Company, owner and claimant of the steamship “Ohio,” knows the contents thereof, and believes the same to be true.

C. G. CONRADI.

Subscribed and sworn to before me this 20th day of July, 1908.

[Notarial Seal] HARRY Y. FREEDMAN,

Notary Public in and for the District of Alaska.

[44]

Exhibit "A" [to Answer of White Star S. S. Co.].

Issued by

WHITE STAR STEAMSHIP COMPANY.

Good for one **FIRST-CLASS** passage
as indicated

When properly signed and witnessed.

Ticket and *Cupon*, or Coupons attached, subject to limitations as specified thereon and to the following Contract, which Purchaser agrees to.

If punched for half fare, this ticket is good only for a child under 12 years of age.

This ticket is void if not officially stamped.

The Company may decline to honor this ticket unless signed by the purchaser, in ink, or if more than one date is shown, or if it shows alterations by erasure or otherwise.

This ticket is not **TRANSFERABLE**, and the holder will prove his (or her) identity as the original purchaser of this ticket by writing his, or her, signature, and by other means if necessary, when requested by Agents or Purser, otherwise it may be taken up, cancelled and full fare collected.

In selling tickets, coupons or orders over other lines in connection with this ticket and checking baggage hereon, this Company acts as Agent and shall not be responsible beyond ship's side on its own line.

Coupons to be detached by Purser only.

Baggage liability is limited to wearing apparel only.

Each full ticket is allowed 150 pounds of Baggage free, and not exceeding \$100 in valuation, and half

tickets in like proportion. All exceeding this weight and [45] valuation will be charged for; but the Vessel, her owners or charterers shall not be held accountable for Merchandise, Notes, Bonds, Documents, Specie, Bullion, Jewelry or similar Valuables, nor Stores to be landed, under the designation of Baggage, unless bills of Lading are regularly signed and Freight paid thereon; and under no consideration shall the vessel, her owners or charterers be held responsible in case of loss of, or damage to Baggage for over one hundred dollars, unless extra charge has been paid on the excess valuation. In no case shall the vessel, her owners or charterers, be liable unless baggage is checked or placed in the custody of the purser or his assistants, and a receipt or check for the same given by the purser or his assistants.

Should any occurrence prevent the vessel, from leaving at the appointed time, the vessel, by her owners or charterers, shall not be held responsible for the maintenance of Passengers, nor for any loss resulting from such delay; and in the case of the substitution of any other vessel, the Company reserves the right to re-berth the Passengers by its Agents or Pursers.

In the event of the loss or detention of the Vessel during the voyage, the vessel, her owners or charterers shall not be held responsible for damage resulting from errors or faults in the management or navigation of the vessel, or accidents of navigation, or dangers of the seas; neither shall said vessel, her owners or charterers be under any obligation to for-

ward passengers to their destination by any other conveyance or line, nor refund the amount of passage.

If the purchaser of this ticket cannot, for any reason, be safely landed at the port of destination, whenever [46] the vessel arrives thereat, or before its arrival the same has been reasonably ascertained by inquiry from persons supposed to be informed, then the purchaser may be landed at the next port which can be safely and conveniently reached by the vessel upon the then voyage, before or after the port of destination, and at which landing can be safely made, and the master of the vessel shall be sole judge of such port of landing, and the landing of the purchaser and his freight or baggage at such port shall be considered a full and complete compliance with this contract.

The Company is not responsible for care and maintenance of passengers at ports of transfer to connecting steamers or lines.

The holder of this ticket agrees that if he shall be injured or damaged by the doing of, or the failure or omission to do any act or thing by the Company, the vessel, or the officers or employees of either, he will make complaint thereof in writing to the master or purser of the steamer, stating the particulars in which he claims to be damaged or aggrieved, within twenty-four hours after the damage or injury has occurred. Failure to make such complaint shall operate as and be a waiver and relinquishment of all claim and demand for damages arising or to arise from or which may be occasioned by any such act or

default, or from the continuance thereof, and may be pleaded in bar of any suit or action brought to recover any such damages.

No agent or Employee has any power to modify or waive in any manner any of the conditions named in this contract. [47]

The purchaser of this ticket is requested to read the above contract before leaving the Company's office. If any of the clauses therein are found objectionable, passage money will be refunded on surrender of ticket to ticket agent on date of purchase.

I agree to all the terms and conditions hereof.

Signature.....,
(Sign in Ink.) Purchaser.
Witness.....;
Ticket Agent.

In case of error on part of Agents or Pursers, or question of doubt between purchaser and Agents or Pursers, pay latter's claim, take his receipt, and all errors and irregularities reported to the General Office will receive prompt attention.

FRANK WATERHOUSE,
President.

Form W. S. A. 1.

IMPORTANT NOTICE—READ YOUR TICKET.

No. 3681. Worthless if detached. If half
 SEATTLE 1½
 to Punch Here.

NOME ANCHORAGE.

Good only on Steamer and Voyage, and to cover accommodations as specified herein, and conditions named in contract.

Baggage Checked.

S. S. "Ohio."

Room

Berth

Voy. 18.

Amt. \$75.00.

FIRST CLASS.

[48]

Exhibit "B" [to Answer of White Star S. S. Co.].

Issued by

WHITE STAR STEAMSHIP COMPANY

Good for One STEERAGE Passage
as indicated

When properly signed and witnessed.

Ticket and Coupon, or *Coupon* attached, subject to limitations as specified thereon and to the following contract, which Purchaser agrees to.

If punched for Half Fare, this ticket is good only for a child under 12 years of age.

This ticket is void if not officially stamped.

The Company may decline to honor this ticket unless signed by the purchaser, in ink, or if more than one date is shown, or if it shows alterations by erasure or otherwise.

This ticket is NOT TRANSFERABLE, and the holder will prove his (or her) identity as the original purchaser of this ticket by writing his, or her, signature, and by other means if necessary, when requested by Agents or Purser, otherwise it may be taken up, cancelled and full fare collected.

In selling tickets, coupons or orders over other lines in connection with this ticket and checking baggage hereon, this Company acts as Agent and shall not be responsible beyond ship's side on its own line.

Coupons to be detached by Purser only.

Baggage liability is limited to wearing apparel only.

Each full ticket is allowed 150 pounds of Baggage free, and not exceeding \$100 in valuation, and half [49] tickets in like proportion. All exceeding this weight and valuation will be charged for; but the Vessel, her owners or charterers shall not be held accountable for Merchandise, notes, Bonds, Documents, Specie, Bullion, Jewelry or similar Valuables, nor Stores to be landed, under the designation of baggage, unless Bills of Lading are regularly signed and Freight paid thereon; and under no consideration shall the vessel, her owners or charterers be held responsible in case of loss of, or damage to, Baggage for over one hundred dollars, unless extra charge has been paid on the excess valuation. In no case shall the vessel, her owners or charterers, be liable unless baggage is checked or placed in the custody of the purser or his assistants, and a receipt or check for the same be given by the Purser or his assistants.

Should any occurrence prevent the vessel from leaving at the appointed time, the vessel, her owners or charterers, shall not be held responsible for the maintenance of Passengers, nor *from* any loss resulting from such delay; and in the case of the substitution of any other Vessel, the Company reserves the right to re-berth the Passengers by its Agents or Purser.

In the event of the loss or detention of the Vessel during the voyage, the vessel, her owners or charterers shall not be held responsible for damage resulting from errors or faults in the management or navigation of the vessel, or accident of navigation, or dangers of the seas; neither shall said vessel, her owners or charterers be under any obligation to forward passengers to their destination by any other conveyance or line, nor refund the amount of the passage. [50]

If the purchaser of this ticket cannot, for any reason, be safely landed at the port of destination, whenever the vessel arrives thereat, or before its arrival the same has been reasonably ascertained by inquiry from persons supposed to be informed, then the purchaser may be landed at the next port which can be safely and conveniently reached by the vessel upon the then voyage, before or after the port of destination, and at which landing can be safely made, and the Master of the vessel shall be sole judge of such port of landing, and the landing of the purchaser and his freight or baggage at such port shall be considered a full and complete compliance with this contract.

The Company is not responsible for care or maintenance of passengers at ports of transfer to connecting steamers or lines.

The holder of this ticket agrees that if he shall be injured or damaged by the doing of, or the failure or omission to do any act or thing by the Company, the vessel, or the officers or employees of either, he will make complaint thereof in writing to the Master or purser of the steamer, stating the particulars in which he claims to be damaged or aggrieved, within twenty-four hours after the damage or injury has occurred. Failure to make such complaint shall operate as and be a waiver and relinquishment of all claim and demand for damages arising or to arise from or which may be occasioned by any such act or default, or from the continuance thereof, and may be pleaded in bar of any suit or action brought to recover any such damages.

No agent or Employee has any power to modify or waive in any manner any of the conditions named in this [51] contract.

The purchaser of this ticket is requested to read the above contract before leaving the Company's office. If any of the clauses therein are found objectionable, passage money will be refunded on surrender of ticket to ticket agent on date of purchase.

I agree to all the terms and conditions hereof.

Signature,
(Sign in Ink) Purchaser.

Witness,
Ticket Agent.

In case of error on part of Agents or Pursers, or question of doubt between Purchaser and Agents or Pursers, pay latter's claim, take his receipt, and all errors and irregularities reported to the General Office will receive prompt attention.

FRANK WATERHOUSE,
President.

Form W. S. A. 3.

IMPORTANT NOTICE—READ YOUR TICKET.

No. 4451.	Worthless if detached.	If half
	Seattle	$\frac{1}{2}$
	to	Punch Here
NOME.		

Good only on Steamer and Voyage, and to cover accommodations as specified herein, and Conditions in Contract.

Baggage
Checked.

S. S. "Ohio."

Voy. 18.	Amt. \$35.	STEERAGE.
[52]		

[Endorsed]: Admr. Case No. 110. In the District Court for the District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., Respondent. Answer of Claimant White Star Steamship Co. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 21, 1908. Jno. H. Dunn, Clerk. By ———, Deputy. L. Dudley DuBose, Esq., Proctor for Claimant. [53]

*In the District Court for the District of Alaska,
Second Division.*

C. C. CROOKS, R. T. LAMB, Mrs. R. T. LAMB, S. C. Adams, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, C. C. Crooks, Mrs. C. C. Crooks, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nielsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Me-

linder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jacobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anothony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nickola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew C. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Goe. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, 2Adam Murison, C. Carstens, H. Andersen, R.

Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, [54] Mato Jovoich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Alda P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. Loudon, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather, and Chas. Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

Claim.

To the Honorable ALFRED S. MOORE, Judge of the District Court for the District of Alaska, Second Division.

C. G. Conradi, Master of the steamship "Ohio," now within the District of Alaska, Second Division, for and on behalf of the White Star Steamship Company, a corporation, duly organized and existing under the laws of the State of Washington, owner of the vessel called the "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, intervening for interest in said vessel, her boilers, engines, machinery, tackle, apparel and furniture, appeared before this Honorable Court and claims said vessel, her boilers, engines, machinery, tackle, apparel and furniture, and states, that the White Star Steam-

ship Company, a corporation organized and existing under the laws of the State of Washington, is the true and *bona fide* owner thereof. [55]

Wherefore this claimant prays that this Honorable Court will be pleased to decree restitution of the same to it, and otherwise right and justice to administer in the premises.

C. G. CONRADI,
Master.

United States of America,
District of Alaska,—ss.

The said C. G. Conradi, being duly sworn, deposes and says: That no other person except the said White Star Steamship Company, a corporation organized and existing under the laws of the State of Washington, is the owner of the said vessel, her boilers, engines, machinery, tackle, apparel and furniture, or any part thereof, and this affiant is the Master of said vessel and the lawful bailee thereof on behalf of the said owner.

C. G. CONRADI.

Subscribed and sworn to before me this 17th day of July, 1908.

[Notarial Seal] HARRY Y. FREEDMAN,
Notary Public for Alaska.

[Endorsed]: Admr. Case No. 110. In the District Court for the District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. Steamship "Ohio," etc., Respondent. Claim. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 21, 1908. Jno. H. Dunn,

Clerk. By _____, Deputy. L. _____,
Attorney for _____. [56]

*In the District Court for the District of Alaska,
Second Division.*

Case No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Ma-
chinery, Tackle, Apparel and Furniture,
Respondent.

Stipulation.

IT IS HEREBY STIPULATED that the above-named vessel may be released from custody herein upon the filing of a bond in the sum of SEVENTY THOUSAND DOLLARS, with Cabell Whitehead and E. E. Ailes and F. H. Thatcher as sureties. It is hereby stipulated that the *sureties* need not qualify as to their sufficiency; and approval of said bond by the Court or Collector of Customs or U. S. Marshal is hereby waived.

Dated this 20th day of July, 1908.

GEO. D. SCHOFIELD,

Proctor for Libelants.

DUDLEY DuBOSE,

Proctor for Intervener.

[Endorsed]: Original. Case No. 110—Ad. In the District Court for the District of Alaska, Second Division. C. C. Crooks et al., *Plaintiff*, vs. Steam-

ship "Ohio," Defendant. Stipulation for Release. Filed in the office of the Clerk of the Dist. Court of Alaska, Second Division, at Nome. Jul. 21, 1908. Jno. H. Dunn, Clerk. By _____, Deputy. _____, Attorney for _____. McB. [57]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, Regular 1910 Term, begun and held at the Town of Nome, in said District and Division, Commencing January 24, 1910.

Saturday, October 22, 1910, at 10 A. M.

Court convened pursuant to adjournment.

Present: Hon. CORNELIUS D. MURANE, Judge.

John Sundback, Clerk.

T. M. Reed, Deputy Clerk.

Bernard S. Rodey, U. S. Attorney.

Thos. C. Powell, U. S. Marshal.

Now upon the convening of Court the following proceedings were had:

**[Order Associating Mr. Fuller as Proctor for White
Star S. S. Co.].**

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

On motion Mr. F. E. Fuller was associated as proctor for the claimants herein, the White Star Steamship Co. [58]

[Minutes—August 4, 1911—Trial, etc.]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, General 1911 Term, beginning
February 1, 1911.

Friday, August 4, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,
Presiding.

Upon the convening of court the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO," etc.

This being the hour set for the trial of this cause, the libelants appeared by their proctor, Geo. D. Schofield, and claimant by its proctor, F. E. Fuller, and announced themselves ready to proceed with the trial of this action. A statement was made to the Court by Geo. D. Schofield, proctor for the libelants, and F. E. Fuller, proctor for the claimant. R. W. J. Reed was called, sworn and testified on behalf of libelants.

A tabulated statement of the arrival and departure of vessels to and from the port of Nome during the months of July and August, 1908, together with their tonnage, etc., was offered in evidence on behalf of libelants, received and filed, and marked Exhibit No. 1.

Lawrence S. Kerr was sworn and testified on behalf of libelants until the hour of 12 M., when court adjourned until the hour of 2 P. M., with Lawrence S. Kerr on the witness-stand on cross-examination.

2 P. M.

110-A.

CROOKS et al.

vs.

S. S. "OHIO," etc.

The trial of this cause before the Court was resumed, with proctors for libelants and claimant present as before.

The cross-examination of Lawrence S. Kerr was resumed and concluded.

R. W. J. Reed was recalled by the libelants for cross-examination.

The following protests filed in the custom-house were offered in evidence, received and filed, and marked as exhibits, it being stipulated that copies may be substituted in behalf of the original protests, as follows:

The protest of C. J. Hannah, made June 22, 1908, before A. J. Beecher, with reference to the S. S. "Umatilla," same being marked Exhibit "A."

The protest of Thomas Riley, master of S. S. "Senator," taken before A. J. Beecher, a notary public, on the 16th day of June, 1908, same being marked Exhibit "B."

The protest of T. Williams, master of the British S. S. "Beechley," taken before Inez Huntoon, on the

5th day of July, 1908, same being marked Exhibit "C."

The protest of John Truebridge, master of the S. S. "Northwestern," entered before A. J. Beecher, notary public, on the 19th day of June, 1908, same being marked Exhibit "D."

The protest of W. P. S. Porter, master of the S. S. "Victoria" entered before John T. Reed, on the 16th day of June, 1908, same being marked Exhibit "E."

The protest of H. E. Soule, master of the S. S. "Olympia" entered before John T. Reed, notary public, on the 16th day of June 1908, same being marked Exhibit "F." [59]

The protest of F. S. Meady, master of the S. S. "Mackinaw," entered before John T. Reed, notary public, on the 10th day of July, 1908, same being marked Exhibit "G."

The protest of John A. O'Brien, entered before John T. Reed, notary public, on the 19th day of June, 1908, same being marked Exhibit "H."

The protest of R. M. Hern, master of the S. S. "Greenwich," entered before Harry Y. Freedman, notary public, on the 22d day of July, 1908, same being marked Exhibit "I."

The protest of John Alwen, master of the S. S. "Hyades," entered before John T. Reed, on the 22d day of June, 1908, same being marked Exhibit "J."

W. A. Boyce, Mrs. C. Crooks, Mrs. A. N. Casey and Hugh Beveridge were each sworn and testified in behalf of the libelants, and further proceedings were continued until ten o'clock to-morrow morning.

[**Minutes—August 5, 1911—Trial (Resumed).**]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, General 1911 Term, beginning
February 1, 1911.

Saturday, August 5, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed with proctor for the libelants and claimant present as before.

Wm. McManus, J. D. Flanigan and Samuel Kean were each sworn and testified on behalf of libelants.

A ticket issued by the White Star S. S. Co., being numbered 4442, for passage on the S. S. "Ohio" from Seattle to Nome, was offered in evidence on behalf of the claimant, received and filed, and marked Exhibit "K."

2 P. M.

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed, with proctors for the libelants and claimant present as before.

The deposition of Andrew J. Henderson was offered and read in evidence on behalf of libelants by Geo. D. Schofield, proctor for the libelants.

Mr. Geo. D. Schofield, proctor for libelants A. N. Casey and Samuel Kean, moved the Court to amend paragraphs 13 and 27 of the libel by inserting statements as to special damages respectively suffered by each, by substitution of allegations in regard thereto, and the Court, having considered the same, allowed the amendment in part only as to paragraph 13, and allowed the amendment offered in whole as to paragraph 27.

Mr. Geo. D. Schofield thereupon offered in evidence, with the privilege of substituting a copy thereof, the ship's manifest now on file in the customhouse, showing the provisions carried in cargo by the S. S. "Ohio" on her first voyage in the year 1908, and the Court, having considered the offer, denied the same because the matters therein contained were covered already by the evidence.

Thereupon the libelants rested.

Mr. F. E. Fuller, proctor for the claimant, moved that the libel be dismissed as to all the libelants except Lawrence S. Kerr, A. N. Casey, Mrs. C. C. Crooks, W. A. Boyce, Samuel Kean and Hugh Beveridge, and after argument of counsel the Court, having considered said motion, denied the same.

Thereupon Mr. Fuller, proctor for the claimant, offered and read in evidence the deposition of E. J. Burke and F. B. Tracey on direct examination, and Geo. D. Schofield, proctor for the libelants on cross-examination.

It was stipulated in open court that all the tickets attached to the deposition of F. B. Tracey correspond to the ticket of Samuel Kean, heretofore offered in evidence, as to the stipulations and agreements mentioned therein. [61]

The deposition of Capt. Bodfish, Thomas Williams, R. M. Hern, J. T. Truebridge, Frank Waterhouse, J. Richard Lane, W. P. Pritchard and Capt. John Jorgensen were each offered and read in evidence on direct examination on behalf of claimant by F. E. Fuller, proctor for the claimant, and on cross-examination by Geo. D. Schofield, proctor for the libelants, on behalf of the libelants.

At 5 P. M. Court adjourned until 9 A. M., Monday, August 7, 1911. [62]

[Minutes—August 7, 1911—Trial (Resumed).]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, General 1911 Term, beginning
February 1, 1911.

Monday, August 7, 1911, at 9 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed, with proctors for libelants and claimant present as before.

The depositions of W. S. Porter, John O'Brien, C. W. Riley, James B. Patterson, John T. Hoffman, D. H. Jarvis, B. B. Whitney, James Fowler and S. P. Gibbs were offered and read in evidence by F. E. Fuller, for the claimant, on direct examination, and Geo. D. Schofield, for the libelants, on cross-examination.

Portions of the deposition of C. G. Conradi on direct examination and all the cross-examination was offered and read in evidence by F. E. Fuller on behalf of claimant.

A list of provisions purchased in Dutch Harbor by the steward of the S. S. "Ohio" on July 3, 1908, and attached to the deposition of W. S. Porter et al. was offered in evidence on behalf of claimant and received and filed, and marked Exhibit "L." A copy of the log-book of the S. S. "Ohio," on the first trip from Seattle to Nome, 1908, being fifty pages attached to the depositions of W. S. Porter et al. was offered in evidence on behalf of claimant, received and filed, and marked Exhibit "M."

A copy of the marine survey of the S. S. "Ohio" filed in the custom-house at St. Michael, July 14, 1908, was offered in evidence on behalf of claimant, and received and filed, and marked Exhibit "N."

And thereupon the claimant rests, except should the Court deem the quality of the food to be material under the allegations of the libel, claimant gave notice that it would hereafter apply to submit evidence on that point.

Mr. Geo. D. Schofield, proctor for the libelants, offered and read in evidence the portions of the deposition of C. G. Conradi omitted by F. E. Fuller, proctor for the claimant, and both parties rested and the testimony closed, except as heretofore noted as to the testimony on the quality of the food furnished the passengers of the S. S. "Ohio."

The Court directed briefs to be filed by the proctors for the parties hereto and allowed oral arguments to be made.

2 P. M.

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

The trial of this cause was resumed, and arguments made to the Court by Geo. D. Schofield for the libelants and F. E. Fuller for the claimant.

During the course of the argument of Mr. F. E. Fuller, he moved that the record show that the Honorable Judge of this court stated in open court that he was on the first trip of the S. S. "Northwestern" in June, 1908, to Nome, and that the statements made by C. G. Conradi in his deposition to the effect that the S. S. "Northwestern" on said trip was on top of the ice could not be believed by him, which motion was granted, and it was ordered that the record so show. [63]

[Minutes—August 8, 1911—Trial (Resumed).]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, General 1911 Term, beginning
February 1, 1911.

Tuesday, August 8, 1911, at 9 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

CROOKS et al.

vs.

S. S. "OHIO."

Mr. F. E. Fuller presented to the Court the marine protest of John Truebridge, taken before T. M. Clowes on July 15, 1908, and the marine protest of H. H. Bodfish, taken before O. D. Cochran, July 22, 1908, inadvertently omitted from the evidence herein, and proctor for the libellants consenting thereto, they were received and filed as Exhibit "J-1" and Exhibit "J-2." [64]

[Minutes—October 30, 1911—Re Decision, etc.]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, General 1911 Term, beginning
February 1, 1911.

Monday, October 30, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,
Presiding.

Upon the convening of court, the following proceedings were had:

1:10-A.

C. C. CROOKS et al.

vs.

Steamship "OHIO."

The Court rendered its decision and findings in favor of libelants. That the libelants testifying, W. A. Boyce, Mrs. Casey, Mrs. Crooks, Hugh Beveridge and Samuel Kean, are entitled to such damages as the testimony shows that they sustained on account of the steamship "Ohio" not following the Revenue Cutter "Bear" into Nome. That there was no excuse for the delay of eleven days after that time. That all of the libelants are entitled to damages in double fare on account of violation of carriage contract, the ship not being properly provisioned and passengers being unnecessarily kept on two meals per day for a considerable time.

The libelant Cather cannot recover for depreciation of his goods shipped.

The proctor for libelants is allowed a fee of \$10.00 for each libelant. .[65]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, General 1911 Term, beginning
February 1, 1911.

Saturday, November 11, 1191, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,
Presiding.

Upon the convening of court, the following proceedings were had:

110-A.

C. C. CROOKS et al.

vs.

S. S. "OHIO."

Mr. Geo. D. Schofield presented findings and decree in the above-entitled cause, which were signed by the Court and filed. Upon motion of Mr. T. M. Reed, defendant was allowed three days to file exceptions thereto, and was granted sixty days stay of execution.

Thereupon Court adjourned until 10 A. M. Monday, November 13, 1911. .[66]

*In the United States District Court for the District
of Alaska, Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,
Thomas Parker, Joseph Sliscovich, George
McArthur, Maggie McArthur, Mrs. W. H.
Mitchell, Margaret Brady, Mrs. N. Howard,
Ralph D. Pomeroy, Charles Durkopp, Ike M.
Goldman, Mrs. Etta Goldman, David T. Stoy,
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis,
Mary Green, Mrs. I. F. Garlick, Pearl Gar-
lick, H. G. Gorin, C. W. Keller, Joseph Curby,
Wm. Greenberg, J. J. Sullivan, Mrs. J. J.
Sullivan, Sam Halzswerg, Mrs. Lue Halz-
swerg, Louise Wandt, L. G. Prigg, Mrs. L. G.
Prigg, Paul Hoff, Robert J. Monson, Mrs. E.
L. Brous, John Schafer, Geo. Mason, Mrs.
Geo. Mason, Nellie Murison, Mrs. H. G. Fen-
ton, Ethel Strout, L. U. Stenger, S. Fenton,
W. A. Thiele, Samuel Kean, Silvey Stuart,
E. C. Tholstrup, Chas. Spannan, Geo. McClan-
ahan, J. O. Binder, Johan Nilsen, W. G.
Smith, H. A. Sester, W. A. Boyce, H. Bever-
idge, M. Holm, A. Cowan, James Forsythe,
Oscar Schmidt, B. H. Wile, R. B. Smith,
Henry Holst, O. S. Weaver, C. Brown, Elmer
Claassen, Emil Snell, Henry Bern, Alfred
Ortman, W. M. Carlson, Ed. Magnusson, John
Norback, R. P. McDonald, Oscar Engstrom,
L. T. Malarkey, M. Dannem, D. O'Leary, M.
D. Reed, C. M. Burns, E. Wiklund, Adolf
Melinder, Julius Carlson, P. A. Ostberg, Fred

Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Droscovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Anderson, R. Wallace, J. Cokelody, Richard Wufahl,

Kunpe Okabe, John Curson, Aloys Kallfeby,
Mato Jovovich, Miho Tapovich, F. Mairmehi,
P. F. Greene, J. Lundquist, [67] James
Scales, Wm. F. Tasker, Ada P. Tasker, P. S.
Bordin, Mrs. P. S. Bordin, Alfred Elsliger,
Fred Larsen, Lawrence S. Kerr, J. W. Taylor,
John Potee, M. A. London, J. F. McCulloch,
C. J. Leeds, J. P. Bush, C. F. Ashford, E. A.
Fox, G. M. Ashford, A. N. Casey, M. M.
Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machin-
ery, Tackle, Apparel and Furniture,

Respondent.

Findings of Fact and Conclusions of Law.

This cause came on to a trial before the Court sitting in admiralty on the 4th day of August, 1911, Geo. D. Schofield, Esq., appearing as proctor for libelants, and F. E. Fuller, Esq., appearing as proctor for the steamship "Ohio," her boilers, engines, machinery, tackle, apparel and furniture, and the White Star Steamship Company, owner and claimant of said vessel, and the taking of oral and documentary evidence was concluded on the 7th day of August, 1911, and said cause argued orally to the Court on said last-named date, and by the Court directed to be further submitted on the written briefs of libelants and claimant, and said written briefs of libelants and claimant having been duly submitted to the Court, and the Court having had said cause under advisement until October 30th, 1911, on said date

rendered an oral decision in said cause finding for the libelants, and that the libelants Lawrence Kerr, W. A. Boyce, A. N. Casey, Mrs. C. C. Crooks, Hugh Beveridge and [68] Samuel Kean, are entitled to such damage as the testimony shows they have sustained on account of the steamship "Ohio" not following the Revenue Cutter "Thetis" into the port of Nome; that there was no excuse of the delay of ten days after that time; that all of the libelants are entitled to damages in double fare, with interest, on account of the violation of the carriage contract, the ship being unseaworthy and not properly provisioned, and the passengers being unnecessarily kept upon two meals a day, for more than one week; that proctor for libelants be allowed a fee of ten dollars for each libellant.

And now said cause coming on further for a decision upon the merits, and in conformity with the evidence adduced upon the trial, and supplementary to the oral opinion of the Court announced herein, the Court now makes the following Findings of Fact in said cause as supported by the evidence:

FINDINGS OF FACT.

1. That during the year 1908 the steamship "Ohio" was an American vessel whose official number was 19,376 of 2,072 net tons burden, built during the year 1873 at Philadelphia, Pa., and during the months of June and July, 1908, was a common carrier by water of passengers, baggage and freight, as an ocean-going vessel between the port of Seattle, in the State of Washington and the sub-port of Nome, in the District of Alaska, and at the time of the filing

of the libel herein, on to wit, July 14th, 1908, was lying in the roadstead opposite the sub-port of Nome, Alaska, within a marine league of shore, and within the jurisdiction of this Court.

2. That on or about the 1st day of June, 1908, at the port of Seattle, Washington, each of the libelants in this action purchased from the duly authorized agent of said vessel a ticket entitling each libelant to a passage on said vessel [69] from the port of Seattle to the sub-port of Nome, Alaska, paying for said tickets Seventy-five Dollars (\$75.00) and Thirty-five Dollars (\$35.00), respectively, for first-class accommodations, and second-class accommodations, and transportation, with board, between said ports, and each of said libelants were received on board said vessel on a voyage commencing at Seattle on June 1st, 1908, and terminating at Nome, Alaska, on July 11th, 1908, and made said trip on said voyage.

3. That under said tickets and respective contracts of carriage, the owners, officers and agents of said vessel warranted that said ship was a seaworthy vessel and capable of making said voyage between said ports, in the usual, ordinary and customary way, time and manner as other vessels of like class made said voyage, and that ample provision had been made for a sufficient quantity of good and wholesome food for said passengers on said voyage, and that due care had been made in the selection of a master and other officers of said vessel to safely transport said libelants between said ports and safely land them at the port of Nome, in the usual, ordinary

and customary way, time and manner as other vessels of like *clas* on said voyage.

4. That said vessel was unseaworthy upon the date of the commencement of said voyage, and during said voyage, and was incapable of making said voyage in the usual, ordinary and customary way, time and manner of other vessels of like *clas* on said run, in that the plates in the hull of said vessel at and near her water-line were old, brittle, scaled and thin, and on that account, said vessel was not a seaworthy vessel on said voyage on said run capable of coping with the usual and ordinary ice conditions met with in Bering Sea by vessels sailing from Seattle to Nome in the month of June, all of which, the owners, officers and agents of said vessel at all times well [70] knew, at and prior to the sailing of said vessel from Seattle, and during said entire voyage, and of which said facts libelants were wholly unaware at the time of embarking on said voyage.

(a) That during said voyage, and when said vessel was not under way, but drifting, the top of a floating cake of ice about one hundred feet away from said vessel, toppled off of the main cake, and of *it* own momentum, drifted against the side of said vessel, striking said vessel at or below the water-line and without any appreciable jar by the impact, cracked one of the plates of said vessel for about 14 inches in length, and stove said plate to such extent that the vessel sprung a leak below the water-line and had to be listed to make repairs by building a bulk-head and using cement therefor, which was accordingly done; that said damage occurred in an open

sea in calm weather and was caused by a cake of ice about 9x12 feet in dimensions, and that said cake of ice was insufficient within itself to do any damage whatever to a seaworthy vessel on said run.

5. That the owners, officers and agents of said vessel at and prior to the sailing of said vessel on said voyage well knew that all vessels sailing from Seattle to Nome on first sailings departing from Seattle on or about June 1st in any given year, usually ordinarily and customarily are obliged to meet with and cope against floating ice in Bering Sea prior to arriving at the sub-port of Nome, and that ordinarily and usually the running time on that account is extended over the usual and customary running time of ten days on other sailings an additional five days, making the usual and customary running time on first sailings between Seattle and Nome approximately fifteen days, and that on that account it is usual and customary on such first sailings between said ports on the voyage to Nome to provision the vessel for at least an additional [71] ten days' allowance of provisions for all passengers on board over and above the necessary and required provisions for a fifteen days voyage, all of which the owners, officers and agents of said vessel well knew, at and before the sailing of said vessel on said voyage.

(a) That on said voyage on first sailings between said ports, vessels should be provisioned with at least a twenty day allowance in addition to the required amount of provisions necessary for a fifteen days voyage.

(b) That there were 402 passengers aboard said

vessel on said voyage, a regular crew of 135, 5 stowaways, and a number of workaways, making more than 542 persons in all, but that the owners, officers and agents of said vessel, provisioned said ship estimating for only 500 persons for ten days running time to Nome and 200 on the return voyage.

This provisioning of the ship on first sailings, and on the voyage in question was grossly inadequate under usual, ordinary and customary conditions.

(c) That the ship's provisions run short on the 17th or 18th day of June, 1908, and Captain Conradi master of said vessel, ordered and directed the steward of said vessel to put all passengers on short rations of two meals each day, and all passengers on said vessel were put on short rations of two meals per day for over one week, which was without cause or justification.

(d) That said vessel on said voyage had a general cargo of provisions and foodstuffs on board consigned to Nome merchants which could have and should have been used by the officers and agents of said vessel in furnishing libelants and other passengers on board said vessel with a sufficient amount of good and wholesome food on said voyage and furnishing them with three meals per day, in the usual, ordinary and customary way of caring for passengers by vessels on said run, [72] and as the officers, agents and owners of said vessel agreed to do when accepting libelants and other passengers on said voyage.

That there was an ample food supply carried in cargo with which to furnish libelants three meals per

day, and no good reason or justification for putting libelants on short rations.

(e) That said vessel had on board a cold storage plant established thereon by Carstens, Bros. & Dashley, a wholesale and retail meat venders operating at Nome, Alaska, which plant was designed for and used by said firm for the shipment of meats between Seattle and Nome, and on said voyage, said firm had a large consignment of cold storage meats in said plant on said voyage for the Nome trade, consisting of beef, mutton, pork, turkeys and chickens, about thirty tons of which said consignment was delivered at Nome in prime condition upon the arrival of said vessel, and a portion of which said consignment was used by the officers and agents of said vessel in supplying the libelants, and other passengers on said voyage, but that the officers and agents of said vessel in taking said meats from said cold storage plant in the hold of said vessel took therefrom large quantities at a time and hung the same on the after deck in the hot sun; that said meats when first brought up from the cold storage plant were in prime condition, but that after hanging for a short space of time, said meats thawed out and became unfit for food; that said libelants were compelled to eat said meats after the same became unfit for food, and said meats were served upon the table after spoiling in the sun, and to such extent putrid as to cause many of the passengers to become sick from eating thereof, including some of libelants.

That the officers and agents of said vessel on said voyage, required all meats thus brought out of cold

storage to be wholly consumed by libelants, and other passengers, before [73] bringing up a fresh supply, and that oftentimes said meats were tainted and unfit for food, but that libelants and other passengers were compelled to eat such tainted meats or go hungry on said voyage, all of which was without any excuse or justification whatever and was caused solely by the gross carelessness and negligence of the officers and agents of said vessel on said voyage.

(f) That said vessel run short of flour on said voyage, and libelants and other passengers went days at a time without bread, but that said vessel during said time spoke other vessels and was in company with the Revenue Cutter "Thetis" and "McCullough" during a part of said time, and could have secured flour from said cutters, and such other provisions as said vessel needed to complete said voyage, but that the officers and agents of said vessel carelessly and negligently neglected to secure flour and other provisions necessary for the comfort and accommodation of libelants on said voyage without any reason or just cause therefor.

That claimant in its answer admits that libelants were put on short rations of two meals a day for one week, and the Court considers testimony on said point cumulative.

(g) That the supply of food furnished libelants on said voyage for the space of over one week was insufficient in quantity and unwholesome in quality for human consumption, and caused said libelants great discomfort and many of them, suffering, and was in violation of the contract of carriage of said

libelants, and was without excuse or justification.

That libelants complained in writing to the master of said vessel on account of insufficient and unwholesome food, on various occasions, but that no effort was made by the officers of said vessel to correct said abuses.

6. That the master of said vessel failed, neglected and refused to attempt to bring said vessel into the sub-port of [74] Nome, Alaska, in the usual, ordinary and customary manner as other vessels of like class were brought to said port on similar sailings on a like voyage between said ports between the same dates, and that the owners and agents of said vessel had instructed said master prior to sailing to under no conditions take said vessel through the ice floes of Bering Sea on said voyage, well knowing on said sailing that said vessel would, under ordinary and customary conditions, meet with and be obliged to cope against floating ice floes in Bering Sea on said voyage before reaching the sub-port of Nome where said libelants were to be safely landed under said contracts of carriage, and that said master of said vessel, in carrying out the instructions of said owners and agents, violated said contracts of carriage in this, to wit:

(a) That said master caused said vessel to ride at anchor for days at a time in an open sea in calm weather and out of sight of the ice floes of Bering Sea, and made no attempt whatever to bring said vessel into port, while other vessels on the same voyage, and meeting with like conditions, made said port and returned to Seattle.

(b) That the master of the Revenue Cutter "Thetis," on the 27th day of June, 1908, then being in company with the said steamship "Ohio," informed the master of said steamship "Ohio" of an open lead between the ice floes of Bering Sea extending to Nome, and offered to pilot said steamship "Ohio" to Nome and the master of said steamship agreed to follow said Revenue Cutter "Thetis" into Nome, and on the morning of June 28th, 1908, did start to follow said Revenue Cutter to Nome, then being only 20 hours sailing time from said port, but that said steamship "Ohio" then following about five miles astern of said Revenue Cutter, when within about four miles of the ice floes in Bering Sea, turned about, and without cause, steamed [75] in an opposite direction from the port of Nome, while said Revenue Cutter "Thetis" came direct to the port of Nome through said known open lead between the ice floes aforesaid, and that had said steamship "Ohio" followed said Revenue Cutter "Thetis" into port she would have arrived on the morning of July 2d, 1908, and that had said steamship followed said Revenue Cutter into port when notified of said open lead, on the 27th day of June, 1908, said steamship would have arrived in Nome on the 1st day of July, 1908, instead of on the 11th day of July, 1908.

That thereafter, and on the 9th day of July, 1908, said Revenue Cutter "Thetis" sailed from the port of Nome in search of said steamship "Ohio," sailing through said open lead aforesaid, and on the 10th day of July, 1908, found said steamship "Ohio" anchored in an open sea in calm weather fully twenty

miles from the ice floes of Bering Sea, and about twenty hours sailing time from the port of Nome, and where said vessel had been lying at anchor for more than twelve hours; that the master of said Revenue Cutter "Thetis" thereupon informed the master of said steamship "Ohio," that unless said steamship "Ohio" followed said Revenue Cutter into the port of Nome, that said Revenue Cutter would take the United States mail and such of the passengers as said Revenue Cutter could carry, and transport the same to Nome, whereupon said steamship "Ohio" did follow said Revenue Cutter through said open lead aforesaid to the port of Nome, where said vessel arrived on the 11th day of July, 1908.

That the master of said steamship "Ohio" was either grossly incompetent or acted in utter disregard of the rights of libelants in carelessly and negligently failing and refusing, without any cause whatever, to follow the Revenue Cutter into the port of Nome on June 27th, 1908, and arriving in said port ten days prior to her final arrival thereat. [76]

(c) That the failure and refusal of the master of said steamship "Ohio" to follow said Revenue Cutter "Thetis" into port on the 27th day of June, 1908, through said open lead, was in violation of the carriage contracts with libelants to transport them to Nome in the usual, ordinary and customary time and manner of other vessels of like class on said voyage.

7. That during the months of June and July of 1908, the going rate of wages to the common laborer at Nome, Alaska, was the sum of Five Dollars

(\$5.00) per day, and board and lodging.

8. That each of said libelants should have been safely landed at the port of Nome at least ten days prior to the time said steamship "Ohio" arrived in said port of Nome, and that there was no reason or excuse why said libelants should not have been so brought to said port and landed on the 1st day of July, 1908, instead of on the 11th day of July, 1908.

9. That because and on account of the owners, officers and agents of said steamship "Ohio" carelessly and negligently violating the carriage contracts with libelants as aforesaid, and particularly in permitting said vessel to go to sea in an unseaworthy condition, failing to sufficiently supply said vessel with provisions on said voyage, failing to furnish libelants with a sufficient amount of food in both quantity and quality, and without cause, placing libelants on short rations of two meals a day for over one week, and gross negligence in refusing to bring libelants to Nome in company with the Revenue Cutter "Thetis," libelants are each entitled to a decree herein as follows:

Unto each of the libelants a decree in damages in double the amount of fare paid for their respective tickets on said voyage, to wit: One Hundred and Fifty Dollars each to the first-class passengers and Seventy Dollars each to the second-class passengers, each, with interest on the amount [77] paid for fare on said voyage at 8% per cent per annum from June 1st, 1908.

In addition to said general award, unto libelant Lawrence S. Kerr, the additional sum of One Hun-

dred Dollars; unto libelant W. A. Boyce, the additional sum of Fifty Dollars; unto libelant A. N. Casey, the additional sum of Two Hundred Dollars; unto libelant Hugh Beveridge, the additional sum of Fifty Dollars, and unto libelant Samuel Keane, the additional sum of Fifty Dollars.

Unto Geo. D. Schofield, proctor for libelants, the sum of Ten Dollars for each libelant as a proctor's fee herein.

10. It further appearing to the Court that on the 21st day of July, 1908, said steamship "Ohio" was released under a bond given to the United States Marshal of said District for the security of said libelants, in the sum of Seventy Thousand Dollars, with the White Star Steamship Company, owner and claimant as principal, and Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, as sureties, final decree herein will be awarded against said principal and said sureties.

AND NOW, based upon the foregoing Findings of Fact, the Court now makes the following Conclusions of Law:

CONCLUSIONS OF LAW.

1. That the several contracts of carriage made and entered into by and between said steamship "Ohio," her owners, officers and agents, with libelants, has been violated in manner and form set forth in the foregoing Findings of Fact.

2. That each of the libelants are entitled to a decree in damages against the White Star Steamship Company, owner and claimant, as principal, Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, as

sureties, upon the bond releasing said steamship "Ohio" from the attachment issued herein, as follows:

In double the amount of their fare paid for their respective [78] tickets on said voyage, to wit: One Hundred and Fifty Dollars (\$150.00) each to the first-class passengers and Seventy Dollars (\$70.00) each to the second-class passengers, each with interest on the amount paid for fare on said voyage at the rate of 8% per annum from June 1st, 1908.

In addition to said general award, unto libelant Lawrence S. Kerr, the sum of \$100.00; unto libelant W. A. Boyce, the sum of \$50.00; unto libelant A. N. Casey, the sum of \$200.00; unto libelant Hugh Beveridge, the sum of \$50.00, and unto libelant Samuel Keane, the sum of \$50.00.

Unto Geo. D. Schofield, proctor for libelants, the sum of Ten Dollars (\$10.00) for each libelant, as a proctor's fee herein.

3. For the costs of this case.

Let these Findings of Fact and Conclusions of Law be made a matter of record, and let Final Judgment and Decree be prepared accordingly.

Done in open court on this 11th day of November, 1911.

CORNELIUS D. MURANE,

District Judge.

Service of copy of within acknowledged this 11th day of November, 1911.

T. M. REED,

Of Proctors for Claimant.

[Endorsed]: Original. #110-A. In Dist. Court, Alaska, 2d Div. C. C. Crooks et al. vs. S. S. "Ohio," etc. Findings of Fact and Conclusions of Law. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 11, 1911. John Sundback, Clerk. By J. Allison Bruner, Deputy. Vol. 9. Orders and Judgments, p. 188. C. Geo. D. Schofield, Proctor for Libelants, Nome, Alaska. [79]

In the District Court, District of Alaska, Second Division.

IN ADMIRALTY—No. 110-Ad.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent,

and

WHITE STAR STEAMSHIP CO., a Corporation,
Claimant.

Objections and Exceptions to the Findings of Fact.

This cause coming on before the Court on the 11th day of November, 1911, and the Court announcing that he was ready to sign the Findings of Fact and Conclusions of Law, submitted by the proctor for the libelants, and leave being given to the claimant to prepare and file its exceptions thereto within three days, said claimant does now, through F. E. Fuller

and T. M. Reed, its proctors, submit and file the following exceptions to the Findings of Fact and Conclusions of Law signed by the Court as aforesaid, to wit:

1.

Claimant excepts to finding of fact No. 2 [80] of said findings of fact signed by the Court, and the whole thereof, and especially that portion of said finding which finds that each of said libelants were received on board said vessel on said voyage commencing at Seattle, Washington, June 1st, 1908, and terminating at Nome, Alaska, July 11th, 1908, and made said trip on said voyage.

2.

Excepts to finding No. 3 and the whole thereof.

3.

Excepts to finding No. 4, wherein the Court finds that said vessel was unseaworthy upon the date of the commencement of said voyage, and was incapable of making said voyage in the usual, ordinary and customary way, time and manner of other vessels of like class on said run, and especially excepts to that part of said finding in which the Court finds that the plates in the hull of said vessel at and near her water-line were old, brittle, scaled and thin, and on that account said vessel was not a seaworthy vessel; and especially that part of said finding which finds that the owners, officers and agents of said vessel at all times well knew, at and prior to the sailing of said vessel from Seattle, and during said entire voyage, and of which facts libelants were wholly unaware at the time of embarking on said voyage.

Except to that part of said finding denominated as subdivision (a), which finds that a floating cake of ice struck the said vessel at or below the water-line, and without any appreciable jar by the impact, [81] cracked one of the plates of said vessel; and also to that part of said subdivision (a) of said finding No. 4, which finds that said cake of ice was insufficient within itself to do any damage whatever to a seaworthy vessel on said run.

5.

Excepts to finding No. 5, and the whole thereof, and especially that portion of said finding which finds that the owners, officers and agents of said vessel well knew at and prior to the sailing of said vessel on said voyage, that all vessels sailing from Seattle, to Nome, on first sailings, departing from Seattle, on or about June 1st in any given year, usually, ordinarily and customarily are obliged to meet with and cope against floating ice in Bering Sea, prior to arriving at the sub-port of Nome, and that ordinarily and usually the running time on that account is extended over the usual and customary running time of ten days on other sailings an additional five days, making the usual and customary running time on first sailings between Seattle and Nome, approximately fifteen days, and that on that account it is usual and customary on said first sailings between said ports on said voyage to Nome, to provision the vessel for at least an additional ten days' allowance of provisions.

Also excepts to that part of finding of fact No. 5, denominated subdivision (a), and the whole thereof;

Also excepts to that portion of finding No. 5 denominated subdivision (b), and the whole thereof, and especially that portion of said subdivision (b) which finds that the provisioning of the ship on first [82] sailing and on the voyage in question was grossly inadequate under usual, ordinary and customary conditions.

Excepts to that portion of finding No. 5, denominated subdivision (c), and the whole thereof, and especially that part thereof which finds that all the passengers on said vessel were put on short rations of two meals per day for over one week, which was without cause or justification.

Excepts to that portion of said finding No. 5, subdivision (d), and the whole thereof;

Excepts to that portion of said finding No. 5, denominated subdivision (e), and the whole thereof, and especially that portion of said subdivision which finds that the said meats when first brought up from the cold storage plant were in prime condition, but that after hanging for a short space of time said meats thawed out and became unfit for food, and that said libelants were compelled to eat said meats after the same became unfit for food, and that said meats were served upon the table after spoiling in the sun, and to such extent putrid, as to cause many of the passengers to become sick from eating thereof, including some of the libelants; and especially excepts to that portion of said subdivision which finds that the officers and agents of said vessel on said voyage, required all meats thus brought out of cold storage to be wholly consumed by libelants and

other passengers on said vessel, before bringing up a fresh supply, and that oftentimes said meats were tainted and unfit for food, but that libelants and other passengers were compelled to eat said tainted meats or go hungry on said voyage, all of which was without excuse or justification whatever, and was caused solely by the gross carelessness and negligence of the officers and agents [83] of said vessel on said voyage.

Excepts to that portion of said finding No. 5 denominated subdivision (f), and the whole thereof.

Excepts to that portion of said finding No. 5, denominated subdivision (g) and the whole thereof, and especially that part of said finding which finds that the libelants complained in writing to the master of said vessel on account of insufficient and unwholesome food, on various occasions, but that no effort was made by the officers of said vessel to correct said abuses; on the ground that each and all of said findings are not supported by the evidence.

6.

Except to finding No. 6, and the whole thereof, and especially subdivision (a) thereof, in that the Court did not find that other vessels on said voyage, and meeting with similar conditions, were injured and impeded from the ice floes of Bering Sea.

Excepts to that portion of said finding No. 6 and subdivision (b) thereof, in that said finding is not sustained by the evidence, and the Court did not find that such vessels as did follow said Revenue Cutter "Thetis" to Nome, on the 27th day of June, 1908, were injured.

Excepts to that portion of finding No. 6 designated as subdivision (b), which reads: That thereafter, on the 9th day of July, 1908, said Revenue Cutter "Thetis" sailed from the port of Nome, in search of said steamship "Ohio," sailing through said open lead aforesaid, and on the 10th day of July, 1908, found said steamship "Ohio," anchored in an open sea in calm weather fully twenty miles from the ice floes of [84] Bering Sea, and about twenty hours' sailing time from the port of Nome, in that there is no testimony showing that said Revenue Cutter "Thetis" sailed through said open lead aforesaid.

Excepts to that portion of said subdivision in that it is immaterial.

Excepts to that portion of said subdivision which finds that the master of said steamship "Ohio" was either grossly incompetent or acted in utter disregard of the rights of libelants in carelessly and negligently failing and refusing, without any cause whatever, to follow the Revenue Cutter "Thetis" into the port of Nome, on the 27th day of June, 1908.

Excepts to that portion of said finding No. 6 denominated as subdivision (c), and the whole thereof, in that the same is not supported by the evidence and against law.

7.

Excepts to finding No. 7, and the whole thereof, on the ground that it is immaterial.

8.

Excepts to finding No. 8, and the whole thereof, on the ground that the same is not supported by the evidence.

9.

Excepts to finding No. 9, and the whole thereof, and especially all that portion of said finding which finds that each of the libelants are entitled to a decree in damages in double the amount of fare paid for their respective tickets on said voyage; and especially [85] that part of said finding which awards unto the libelant, Lawrence S. Kerr, special damages in the sum of One Hundred Dollars, unto the libelant W. A. Boyce, the additional sum of Fifty Dollars; unto libelant, A. N. Casey, the additional sum of Two Hundred Dollars, unto the libelant, Hugh Beveridge, the additional sum of Fifty Dollars, and unto the libelant Samuel Keane, the additional sum of Fifty Dollars, and especially excepts to that portion of said finding which awards unto libelants other than said Lawrence S. Kerr, W. A. Boyce, A. N. Casey, Hugh Beveridge and Samuel Keane, any damages in any sum whatsoever, in that the testimony does not show that any of said libelants made the trip from Seattle to Nome on said vessel on said voyage, or that any of said libelants appeared and testified in said cause, or now claim any damage by reason of any of the acts and things mentioned in the libel; and except to that portion of said finding which awards unto Geo. D. Schofield, proctor for libelants the sum of Ten Dollars for each libelant as a proctor's fee herein, on the ground that the said is excessive.

10.

Except to the conclusions of law made and filed herein, and each and the whole thereof.

11.

Except to conclusion of law No. 1, in that the testimony does not show that the contract of carriage made between said steamship "Ohio" and the libelants has been violated. [86]

12.

Except to conclusion of law No. 2, and the whole thereof, in that the same is against law, and excessive, and is not warranted by the evidence.

Dated at Nome, Alaska, November 15th, 1911.

F. E. FULLER and
T. M. REED,

Proctors for Respondent and Claimant.

Service by receipt of copy admitted Nov. 15, 1911.

GEO. D. SCHOFIELD,
Proctor for Libelants.

[Endorsed]: No. 110-Ad. In the District Court, District of Alaska, Division No. 2. C. C. Crooks et al., Libelants, vs. Steamship "Ohio," Her Boilers, etc., Respondent, and White Star Steamship Co., Claimant. Objections and Exceptions to Findings of Fact and Conclusions of Law. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 15, 1911. John Sundback, Clerk. By —————, Deputy. C. F. E. Fuller and T. M. Reed, Proctors for Claimant. [87]

*In the United States District Court for the District
of Alaska, Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. Adams, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M. Goldman, Mrs. Etta Goldman, David T. Stoy, R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J. J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, E. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R? P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dan-nem, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson,

P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drosco-
vich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Anderson, Davit Kimari, Jack Dahl, William Yetter, Fred Outlet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Outlet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, [88] Adam Murison, C. Carstens, H. Anderson,

R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture,

Respondent.

Judgment and Final Decree.

This cause came on to a trial before the Court sitting in admiralty on the 4th day of August, 1911, on issue joined under the libel and answer of the White Star Steamship Company, the claimant and owner of said steamship "Ohio," Geo. D. Schofield, Esq., appearing as proctor for libelants and F. E. Fuller, Esq., appearing as proctor for said claimant and owner, and the taking of oral and documentary evidence was concluded on the 7th day of August, 1911, and said cause argued orally to the Court by proctors for the respective parties on said last-named date, and by the Court directed to be further submitted on the written briefs of libelants and claimant, and said written briefs having been thereafter submitted to the Court, and the Court hav-

ing had said cause under [89] advisement until the 30th day of October, 1911, on said last-named date, rendered an oral opinion in said cause and finding in favor of libelants, that each libelant herein is entitled to damages in double fare, to wit, \$150.00 each to first-class passengers, and \$70.00 each to second-class passengers, with 8% interest on the amount of fare paid by each libelant, computed from June 1st, 1908, and that in addition to said general award, that libelants Lawrence S. Kerr is entitled to an additional amount in the sum of \$100.00; W. A. Boyce, an additional amount in the sum of \$50.00; A. N. Casey, an additional amount in the sum of \$200.00; Hugh Beveridge, an additional amount in the sum of \$50.00, and Samuel Keane, an additional amount in the sum of \$50.00, and that Geo. D. Schofield, proctor for libelants is entitled to a proctor's fee of \$10.00 for each libelant.

And the Court having thereafter, and supplementary to its said oral decision, heretofore made and filed its findings of fact and conclusions of law, based upon the evidence adduced upon the trial of said cause, finding in favor of libelants and against the White Star Steamship Company, claimant and owner of said vessel, and Cabell Whitehead, E. E. Ailes, and Frank H. Thatcher, principal and sureties on the release bond discharging said vessel from attachment, on the grounds of violation of the carriage contract, and the reasons fully set forth in said findings of fact and conclusions of law, reference to which are hereby made.

AND NOW, said cause came on further before the

Court on this day, on motion of Geo. D. Schofield, Esq., proctor for libelants, for judgment and Final Decree in favor of libelants according to the findings of fact and conclusions of law heretofore made and entered herein, and the Court now being fully advised in the premises, hereby sustains said motion.
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IN CONSIDERATION WHEREOF, it is hereby Ordered, Adjudged and Decreed that each of said libelants do have and recover of and from The WHITE STAR STEAMSHIP COMPANY, claimant herein, and of and from Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, sureties on the bond for the release of said vessel, for the causes in said libel mentioned, damages in double the amount of fare paid by each of said libelants, to wit, the sum of \$150.00 each to first-class passengers and \$70.00 each to second-class passengers, with 8% interest on the amount of fare paid by each libelant, computed from June 1st, 1908, and that in addition to said general award, that the libelants Lawrence S. Kerr recover the additional sum of \$100.00; W. A. Boyce, \$50.00; A. N. Casey, \$200.00; Hugh Beveridge, \$50.00; and Samuel Keane, \$50.00, and that Geo. D. Schofield, proctor for libelants, recover a proctor's fee of \$10.00 for each libelant, and which said respective awards, are as follows:

FIRST-CLASS PASSENGERS.

Names of Libelants.	Damage Award.
C. C. Crooks.....	\$170.00
Mrs. C. C. Crooks.....	170.00
S. C. Adams.....	170.00

Names of Libelants.	Damage Award.
Thomas Parker	170.00
Joseph Sliscovich	170.00
George McArthur	170.00
Maggie McArthur	170.00
Mrs. W. H. Mitchell.....	170.00
Margaret Brady	170.00
Mrs. N. Howard	170.00
Ralph D. Pomeroy.....	170.00
Charles Durkopp	170.00
Ike M. Goldman.....	170.00
Mrs. Etta Goldman	170.00
David T. Stoy.....	170.00
R. T. Lamb.....	170.00
Mrs. R. T. Lamb.....	170.00
Joe Nellis	170.00
Mary Green	170.00
Mrs. I. F. Garlick.....	170.00
Pearl Garlick	170.00
E. G. Gorin.....	170.00
C. W. Keller.....	170.00
Joseph Curby	170.00
Wm. Greenberg	170.00
J. J. Sullivan.....	170.00
Mrs. J. J. Sullivan.....	170.00

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Sam Halzswerg	\$170.00
Mrs. Lou Halzswerg.....	170.00
Louise Wandt	170.00
L. G. Prigg.....	170.00
Mrs. L. G. Prigg.....	170.00
Paul Hoff	170.00

Names of Libelants.	Damage Award.
Robert J. Monson	170.00
Mrs. E. L. Brous.....	170.00
John Schafer	170.00
Geo. Mason	170.00
Mrs. Geo. Mason.....	170.00
Nellie Murison	170.00
Mrs. H. G. Fenton.....	170.00
Ethel Strout	170.00
L. U. Stenger.....	170.00
S. Fenton	170.00
E. A. Thiele.....	170.00
Samuel Kean	220.00
William F. Tasker.....	170.00
Mrs. Ada P. Tasker.....	170.00
P. S. Bodin.....	170.00
Mrs. P. S. Bodin.....	170.00
Lawrence S. Kerr.....	270.00
E. J. Yetter.....	170.00
J. F. McCullough.....	170.00
C. J. Leeds.....	170.00
J. P. Bush.....	170.00
C. F. Ashford.....	170.00
E. A. Fox.....	170.00
G. M. Ashford.....	170.00
A. N. Casey.....	370.00
M. M. Cather.....	170.00
Chas. Estmere	170.00

SECOND-CLASS PASSENGERS.

Names of Libelants.	Damage Award.
Silvey Stewart	\$ 79.33
E. C. Tholstrup.....	79.33
Chas. Spannan	79.33
Geo. McClanahan	79.33
J. O. Binder.....	79.33
Johan Nilsen	79.33
<i>w. g. smith</i>	79.33
H. A. Sester.....	79.33
W. A. Boyce.....	129.33
Hugh Beveridge	129.33
M. Holm	79.33
A. Cowan	79.33
James Forsythe	79.33
Oscar Schmidt	79.33
B. H. Wile.....	79.33
R. B. Smith	79.33
Henry Holst	79.33
O. S. Weaver.....	79.33
C. Brown	79.33
Elmer Classen	79.33

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Emil Snell	\$ 79.33
Henry Bern	79.33
Alfred Ortman	79.33
W. M. Carlson.....	79.33
Ed. Magnusson	79.33
John Norback	79.33
R. P. McDonald.....	79.33
Oscar Engstrom	79.33
L. T. Malarkey.....	79.33

Names of Libelants.	Damage Award.
M. Dannem	\$79.33
D. O'Leary	79.33
M. D. Reed.....	79.33
C. M. Burns.....	79.33
E. Wiklund	79.33
Adolph Melinder	79.33
Julius Carlson	79.33
P. A. Ostberg.....	79.33
Fred Norden	79.33
Frank Gardner	79.33
E. Regner	79.33
J. Ekberg	79.33
Denis Deasy	79.33
John H. Edwards.....	79.33
Tom Steininger	79.33
Victor Widing	79.33
Josef Mix	79.33
C. Johnson	79.33
Wm. Hyland	79.33
Geo. Gold	79.33
Fred Whist	79.33
Henry Ross	79.33
Fred A. Henton.....	79.33
M. C. Madison.....	79.33
Martin Foss	79.33
G. Holm	79.33
James E. Murphy	79.33
F. E. Morgan	79.33
Harry Waldman	79.33
L. Melander	79.33
Wm. Zimmer	79.33

Names of Libelants.	Damage Award.
Gust Anderson	\$79.33
H. C. Larson.....	79.33
Charles Gasser	79.33
J. Greef	79.33
J. Weis	79.33
Otto Fosback	79.33
Axel Jakibson	79.33
Gust Johnson	79.33
F. J. Mitchell.....	79.33
Ed. Johnson	79.33
Wm. Johnson	79.33
Gust Lundquist	79.33
D. A. Gellatly.....	79.33
Terry Bagdalf	79.33
John Glukaich	79.33
A. S. Embree.....	79.33
W. A. Weise.....	79.33
Anthony Lewohl	79.33
Michele Pivich	79.33
Mayk Stopich	79.33
Peter Droscovich	79.33
Theodore Kossage	79.33
Frank Rutanich	79.33
Anton Marinich	79.33
Toro Plackovich	79.33
[93]	
Milich Plackovich	\$ 79.33
Nikola Tornovich	79.33
Estin Koller	79.33
A. M. Anderson	79.33
Davit Kamari	79.33

Names of Libelants.	Damage Award.
Jack Dahl	\$79.33
William Yetter	79.33
Fred Oulet	79.33
Arthur Bellemore	79.33
W. H. Weaver	79.33
W. R. Barnett.....	79.33
F. R. Pierson.....	79.33
Frank Lainell	79.33
Louis Scramaglia	79.33
Louis Seltzer	79.33
Max Berg	79.33
F. A. Norgren.....	79.33
M. Anderson	79.33
Ira C. Brenton.....	79.33
Andrew G. Taft.....	79.33
H. Marks	79.33
C. Shinbo	79.33
T. Yomanaka	79.33
Fey Oulet	79.33
James Rice	79.33
John Duguid	79.33
John A. Gardiner.....	79.33
Christ Frinke	79.33
Louis Mellor	79.33
H. W. Heine.....	79.33
J. Rogers	79.33
Geo. M. Blair.....	79.33
James Hirabayasti	79.33
Henry Anderson	79.33
Wash Longmire	79.33
Leonard Ferrier	79.33

Names of Libelants.	Damage Award.
Frederick Rennu	\$79.33
James W. Allan	79.33
Adam Murison	79.33
C. Carstens	79.33
H. Anderson	79.33
R. Wallace	79.33
J. Cokelody	79.33
Richard Wufahl	79.33
Kunpe Okabe	79.33
John Curson	79.33
Aloys Kallfeby	79.33
Mato Jovovich	79.33
Miho Tapovich	79.33
F. Mairmehi	79.33
P. F. Greene.....	79.33
J. Lundquist	79.33
James Scales	79.33
Alfred Elsliger	79.33
Fred Larson	79.33
J. W. Taylor.....	79.33
John Potee	79.33
M. A. Loudon	79.33
S. Tojire	79.33
Aggregating for first-class passengers...	\$10,550.00
And for second-class passengers.....	11,523.52
And for proctor's fee.....	2,040.00
<hr/>	
Total.....	\$24,113.52

[94]

And it is further Ordered, Adjudged and De-
creed that said libelants do have and recover their

costs herein taxed at the sum of \$167.35, to be added to and made a part of this Final Decree.

And it is further ORDERED, ADJUDGED AND DECREED that unless an appeal be taken from this Decree within the time limited by the Rules and Practice of this Court, that the WHITE STAR STEAMSHIP COMPANY, claimant herein, and Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, the stipulators on the release bond for said vessel, cause the engagement of their said bond to answer the decree of this Court to be performed, or show cause within the time provided by law and the rules of this Court, or on the first day of jurisdiction thereafter, why execution should not issue against their goods, chattels and lands for the amount of this decree, with costs, according to the terms of their said bond for the release of said steamship "OHIO," her boilers, engines, machinery, tackle, apparel and furniture.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that unless this Decree be satisfied, or proceedings thereon be stayed on appeal within the time limited and prescribed by the rules and practice of this Court, that libelants have execution against the WHITE STAR STEAMSHIP COMPANY, claimant, and Cabell Whitehead, E. E. Ailes and Frank H. Thatcher, sureties and stipulators aforesaid, to enforce satisfaction of this Decree, with costs.

Done in open court of admiralty on this 11th day of November, A. D. 1911.

CORNELIUS D. MURANE,

District Judge. [95]

Service of copy of above acknowledged this 11th day of November, 1911.

T. M. REED,
Of Proctors for Claimant.

[Endorsed]: Original. #110-A. In Dist. Court Alaska, 2d Div. C. C. Crooks et al., vs. S. S. "Ohio" etc. Final Decree. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 11, 1911. John Sundback, Clerk. By J. Allison, Bruner, Deputy. Vol. 2, J. D., p. 192 Geo. D. Schofield, Proctor for Libelants, Nome, Alaska. Vol. 9. Orders and Judgments, p. 202.
[96]

*In the District Court for the District of Alaska,
Second Divison.*

C. C. CROOKS et al.,

Libelants,

vs.

S. S. "OHIO," etc.,

Respondent.

Libelants' Bill of Costs.**DISBURSEMENTS.**

Marshal's fees.....\$10.00

Clerk's Fees..... 28.10

Witness' Fees:

R. W. J. Reed, 2 days' attendance \$8.00

William McManus, 1 " " 4.00

John D. Flanigan, 1 " " 4.00

C. G. Conradi, 2 " " 8.00

Andrew J. Hender-

son, 1 " " 4.00 28.00

Deposition of C. G. Conradi, 70 pages)

Deposition of A. J. Henderson, 25 ").....71.25

Cross-examination, Depositions De Benne

Esse of:

E. T. Burke, Fred Tracy, H. H. Bodfish,

Williams, R. M. Herner, John Trow-

bridge, Frank Waterhouse, J. Richard

Lane, W. P. Protchard, John Jordison,

W. S. Porter, C. W. Wile, James B.

Paterson, John O'Brien, Jno. T. Heff-

eren, D. H. Jarvis, B. B. Whitney, James

Fowler, and S. B. Gibbs, 19 witnesses

for claimant, @ \$2.50 each..... 47.50

Total.....\$184.85

17.50

\$167.35

United States of America,
District of Alaska,—ss.

Geo. D. Schofield, being sworn, says that he is proctor for libelants herein; that the items in the above memorandum are correct, to the best of deponent's knowledge and belief, and that said disbursements have been necessarily incurred in said cause, or are legally taxable therein.

GEO. D. SCHOFIELD.

Subscribed and sworn to before me this 23d day of November, 1911.

[Notarial Seal]

F. R. COWDEN,
Notary Public. [97]

Receipt of certified copy of foregoing Cost Bill is acknowledged this 23d day of November, 1911.

T. M. REED,
Of Proctors for Claimant.

[Endorsed]: #110-A. In Dist. Court, Alaska, 2d Div. C. C. Crooks et al., vs. S. S. "Ohio," etc. Cost Bill. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Nov. 24, 1911. John Sundback, Clerk. By J. Allison Bruner, Deputy. Geo. D. Schofield, Proctor for Libelants.

The within Bill of Costs taxed and allowed in the sum of \$184.85 this 1st day of December, 1911.

J. SUNDBACK,
Clerk.

By J. Allison Bruner,
Deputy.

The within Bill of Costs retaxed at \$167.35 this 2d day of January, 1912, upon stipulation of the parties.

J. SUNDBACK,
Clerk.

By J. Allison Bruner,
Deputy. [98]

*In the District Court for the District of Alaska,
Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,
Thomas Parker, Joseph Sliscovich, George
McArthur, Maggie McArthur, Mrs. W. H.
Mitchell, Margaret Brady, Mrs. N. Howard,
Ralph D. Pomeroy, Charles Durkopp, Ike M.
Goldman, Mrs. Etta Goldman, David T. Stoy,
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis,
Mary Green, Mrs. I. F. Garlick, Pearl Gar-
lick, H. G. Gorin, C. W. Keller, Joseph
Curby, Wm. Greenberg, J. J. Sullivan, Mrs.
J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halz-
swerg, Louise Wandt, L. G. Prigg, Mrs. L. G.
Prigg, Paul Hoff, Robert J. Monson, Mrs. E.
L. Brous, John Schafer, Geo. Mason, Mrs.
Geo. Mason, Nellie Murison, Mrs. H. G. Fen-
ton, Ethel Strout, L. U. Stenger, S. Fenton, E.
A. Thiele, Samuel Kean, Silvey Stuart, E. C.
Tholstrup, Chas. Spannan, Geo. McClanahan,
J. O. Binder, Johan Nilsen, W. G. Smith, H.
A. Sester, W. A. Boyce, H. Beveridge, M.
Holm, A. Cowan, James Forsythe, Oscar

Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannom, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drescovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J.

Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, [99] Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant.

Notice of Appeal.

To Mr. John Sundback, Clerk of the District Court of Alaska, Second Division, and to Mr. Geo. D. Schofield, Proctor for the Libelants Named in the Above-entitled Cause:

NOTICE IS HEREBY GIVEN to you and each of you, that the respondent and claimant herein, the

WHITE STAR STEAMSHIP COMPANY, a corporation organized and existing under and by virtue of the Laws of the States of Washington, hereby appeals to the United States Circuit Court of Appeals for the Ninth Circuit, from the final decree rendered in favor of the libelants above named in said cause, by the District Court of the District of Alaska, Second Division, on the 11th day of November, [100] 1911, and the whole thereof; which said decree was filed and entered of record as of said last named date in the office of the Clerk of said District Court.

Dated at Nome, Alaska, this 27th day of December, 1911.

F. E. FULLER,
W. H. BOGLE and
T. M. REED,

Proctors for Respondent and Claimant.

Service of the foregoing Notice of Appeal by delivering a copy thereof on this 27th day of December, 1911, and the filing of the original in the office of the Clerk of the District Court aforesaid, is duly acknowledged.

GEO. D. SCHOFIELD,
Proctor for Libelants.

[Endorsed]: 110-Ad. In the United States District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., and the White Star Steamship Company, a Corporation, Respondent and Claimant. Notice of Appeal. Filed in the office of the Clerk of the District Court of Alaska, Second Division, at Nome. Dec. 27, 1911.

John Sundback, Clerk. By —————, Deputy. L.
[101]

*In the District Court for the District of Alaska,
Second Division.*

C. C. CROOKS, Mrs. C. C. CROOKS, S. C. ADAMS,
Thomas Parker, Joseph Sliscovich, George
McArthur, Maggie McArthur, Mrs. W. H.
Mitchell, Margaret Brady, Mrs. N. Howard,
Ralph D. Pomeroy, Charles Durkopp, Ike M.
Goldman, Mrs. Etta Goldman, David T. Stoy,
R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis,
Mary Green, Mrs. I. F. Garlick, Pearl Gar-
lick, H. G. Gorin, C. W. Keller, Joseph
Curby, Wm. Greenberg, J. J. Sullivan, Mrs.
J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halz-
swerg, Louise Wandt, L. G. Prigg, Mrs. L. G.
Prigg, Paul Hoff, Robert J. Monson, Mrs. E.
L. Brous, Johan Schafer, Geo. Mason, Mrs.
Geo. Mason, Nellie Murison, Mrs. H. G. Fen-
ton, Ethel Strout, L. U. Stenger, S. Fenton, E.
A. Thiele, Samuel Kean, Silvey Stuart, E. C.
Tholstrup, Chas. Spannan, Geo. McClanahan,
J. O. Binder, John Nilsen, W. G. Smith, H.
A. Sester, W. A. Boyce, H. Beveridge, M.
Holm, A. Cowan, James Forsythe, Oscar
Schmidt, B. H. Wile, R. B. Smith, Henry
Holst, O. S. Weaver, C. Brown, Elmer
Claassen, Emil Snell, Henry Bern, Alfred
Ortman, W. M. Carlson, Ed. Magnusson, John
Norback, R. P. McDonald, Oscar Engstrom,

L. T. Malarkey, M. Dannom, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Drescovich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier,

Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, [102] Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and the WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant.

Bond on Appeal.

KNOW ALL MEN BY THESE PRESENTS: That we, the WHITE STAR STEAMSHIP COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Washington, principal, and J. V. SHELDON and L. H. McCLOY, residing at Nome in the District of Alaska, are held and firmly bound unto C. C. Crooks, Mrs. C. C. Crooks, S. C. Adams, Thomas Parker, Joseph Sliscovich, George McArthur, Maggie McArthur, Mrs. W. H. Mitchell, Margaret Brady, Mrs. N. Howard, Ralph D. Pomeroy, Charles Durkopp, Ike M.

Goldman, Mrs. Etta Goldman, David T. Stoy, R. T. Lamb, Mrs. R. T. Lamb, Joe Nellis, Mary Green, Mrs. I. F. Garlick, Pearl Garlick, H. G. Gorin, C. W. Keller, Joseph Curby, Wm. Greenberg, J.J. Sullivan, Mrs. J. J. Sullivan, Sam Halzswerg, Mrs. Lue Halzswerg, Louise Wandt, L. G. Prigg, Mrs. L. G. Prigg, Paul Hoff, Robert J. Monson, Mrs. E. L. Brous, [103] John Schafer, Geo. Mason, Mrs. Geo. Mason, Nellie Murison, Mrs. H. G. Fenton, Ethel Strout, L. U. Stenger, S. Fenton, E. A. Thiele, Samuel Kean, Silvey Stuart, D. C. Tholstrup, Chas. Spannan, Geo. McClanahan, J. O. Binder, Johan Nilsen, W. G. Smith, H. A. Sester, W. A. Boyce, H. Beveridge, M. Holm, A. Cowan, James Forsythe, Oscar Schmidt, B. H. Wile, R. B. Smith, Henry Holst, O. S. Weaver, C. Brown, Elmer Claassen, Emil Snell, Henry Bern, Alfred Ortman, W. M. Carlson, Ed. Magnusson, John Norback, R. P. McDonald, Oscar Engstrom, L. T. Malarkey, M. Dannom, D. O'Leary, M. D. Reed, C. M. Burns, E. Wiklund, Adolf Melinder, Julius Carlson, P. A. Ostberg, Fred Nordin, Frank Gardner, E. Regner, J. Ekberg, Denis Deasy, John H. Edwards, Tom Steininger, Victor Widing, Josef Mix, C. Johnson, Wm. Hyland, Geo. Gold, Fred Whist, Henry Ross, Fred A. Henton, M. C. Madison, Martin Foss, G. Holm, James E. Murphy, F. E. Morgan, Harry Waldman, L. Melander, Wm. Zimmer, Gust Anderson, H. C. Larson, Charles Gassar, J. Greef, J. Weis, Otto Fosback, Axel Jakobson, Gust Johnson, F. J. Mitchell, Ed. Johnson, Wm. Johnson, Gust Lundquist, D. A. Gellatly, Terry Bagdalf, John Glukaich, A. S. Embree, W. A. Weise, Anthony Lewohl, Michele Pivich, Mayk Stopich, Peter Dres-

covich, Theodore Kossage, Frank Rutanich, Anton Marinich, Toro Plackovich, Milich Plackovich, Nikola Tornovich, Esten Koller, A. M. Andersen, Davit Kimari, Jack Dahl, William Yetter, Fred Oulet, Arthur Bellemore, W. H. Weaver, W. R. Barnett, F. R. Pierson, Frank Lainell, Louis Scramaglia, Louis Seltzer, Max Berg, F. A. Norgren, M. Anderson, Ira C. Brenton, Andrew G. Taft, H. Marks, C. Shinbo, E. J. Yetter, T. Yomanaka, Fey Oulet, James Rice, John Duguid, John A. Gardiner, Christ Frinke, Louis Mellor, H. W. Heine, J. Rogers, Geo. M. Blair, James Hirabayasti, Henry Anderson, Wash Longmire, Leonard Ferrier, Frederick Rennu, S. Tojire, James W. Allan, Adam Murison, C. Carstens, [104] H. Andersen, R. Wallace, J. Cokelody, Richard Wufahl, Kunpe Okabe, John Curson, Aloys Kallfeby, Mato Jovovich, Miho Tapovich, F. Mairmehi, P. F. Greene, J. Lundquist, James Scales, Wm. F. Tasker, Ada P. Tasker, P. S. Bordin, Mrs. P. S. Bordin, Alfred Elsliger, Fred Larsen, Lawrence S. Kerr, J. W. Taylor, John Potee, M. A. London, J. F. McCulloch, C. J. Leeds, J. P. Bush, C. F. Ashford, E. A. Fox, G. M. Ashford, A. N. Casey, M. M. Cather and Charles Estmere, libelants above named, in the sum of Two Hundred and Fifty (\$250.00) Dollars, to be paid to the said libelants, their heirs, executors, administrators, or assigns, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated the 27th day of December, 1911.

WHEREAS, the White Star Steamship Company, as appellant, has presented an appeal to the United States Circuit Court of Appeals for the Ninth Circuit, from the decree of the District Court of Alaska, Second Division, bearing date, the 11th day of November, 1911, in a suit of the above-named libelants against the steamship "OHIO," her boilers, engines, machinery, tackle, apparel and furniture.

NOW, THEREFORE, the condition of this obligation is such that if the above-named appellant, the White Star Steamship Company, shall prosecute said appeal with effect and pay all costs which may be awarded against it as such appellant if the appeal is not sustained, then this obligation shall be void; otherwise the same shall be and remain in full force and effect.

WHITE STAR STEAMSHIP COMPANY.

By T. M. REED,
Its Proctor.
J. V. SHELDON.
L. H. McCLOY.

Witnesses:

.....
..... [105]

United States of America,
District of Alaska,—ss.

On this 27th day of December, 1911, before me, the undersigned, a notary public in and for the District of Alaska, personally appeared J. V. Sheldon and L. H. McCloy, the parties who signed the foregoing bond, and acknowledged that they executed the same

freely and voluntarily, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

[Notarial Seal]

T. M. REED,

Notary Public for Alaska.

United States of America,

District of Alaska,—ss.

J. V. Sheldon and L. H. McCloy, being severally duly sworn, each deposes and says: That he resides in the city of Nome, in the District of Alaska, and that he is worth the sum of Two Hundred and Fifty (\$250.00) Dollars, over and above all his just debts and liabilities and exclusive of property exempt of execution.

J. V. SHELDON.

L. H. McCLOY.

Subscribed and sworn to before me this 27th day of December, 1911.

[Notarial Seal]

T. M. REED,

Notary Public for Alaska.

The above and foregoing bond is hereby approved this 30 day of December, 1911.

CORNELIUS D. MURANE,

Judge. [106]

[Endorsed]: 110-Ad. In the District Court, District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., and the White Star Steamship Company, a Corporation, Respondent and Claimant. Bond on Appeal. Filed in the Office of the Clerk of the District Court of Alaska, Second Di-

vision, at Nome. Dec. 27, 1911. John Sundback, Clerk. By —————, Deputy. L. Ad. Bond Record, p. 338. [107]

*In the District Court for the District of Alaska,
Second Division.*

No. 110—ADM.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery, Tackle, Apparel and Furniture, and The WHITE STAR STEAMSHIP COMPANY, a Corporation,

Respondent and Claimant.

Notice of Filing Bond for Costs on Appeal.

To Mr. Geo. D. Schofield, Proctor for the Libelants in the Above-entitled Cause.

NOTICE IS HEREBY GIVEN to you that a bond for the cost of appeal from the final decree rendered in the above-entitled cause in favor of the libelants and against the steamship "OHIO" and the WHITE STAR STEAMSHIP COMPANY, has this day been filed in the office of the Clerk of the District Court aforesaid, and that the penal sum of said bond is Two Hundred and Fifty (\$250.00) Dollars, and that the names and residence of the sureties who executed said bond are J. V. Sheldon and L. H. McCloy, residing in the city of Nome, in the District of Alaska.

Dated at Nome, Alaska, this 27th day of December, 1911.

F. E. FULLER,
W. H. BOGLE and
T. M. REED,

Proctors for Claimant and Respondent. [108]

Service of the foregoing notice by delivering of a copy thereof, acknowledged this 27 day of December, 1911.

GEO. D. SCHOFIELD,
Proctor for Libelants.

[Endorsed]: 110—Adm. In the District Court, for the District of Alaska, Second Division. C. C. Crooks et al., Libelants, vs. S. S. "Ohio," etc., and the White Star Steamship Company, a Corporation, Respondent and Claimant. Notice of Filing Bond. Filed in the Office of the Clerk of the District Court of Alaska, Second Division, at Nome. Dec. 28, 1911. John Sundback, Clerk. By —————, Deputy. L. [109]

[Order Enlarging Time to April 15, 1912, to File Apostles.]

*In the District Court for the District of Alaska,
Second Division.*

TERM MINUTES, General 1911 Term, beginning
February 1, 1911.

Saturday, December 30, 1911, at 10 A. M.

Court convened pursuant to adjournment.

Hon. CORNELIUS D. MURANE, District Judge,
Presiding.

Upon the convening of Court the following proceedings were had:

110—A.

CROOKS et al.

vs.

S. S. "OHIO."

On motion of proctor for the libelants, the time to file and docket apostles on appeal in this cause in the Circuit Court of Appeals for the Ninth Circuit, the Court ordered that said time be enlarged to and including the 15th day of April, 1912. Mr. T. M. Reed, on behalf of claimant and respondent, presented cost bond on appeal, and there being no objections thereto, the Court thereupon approved said bond. [110]

[Proceedings had August 4, 1911.]

*In the District Court for the District of Alaska,
Second Division.*

No. 110—IN ADMIRALTY.

C. C. CROOKS et al.,

Libelants,

vs.

Steamship "OHIO," Her Boilers, Engines, Machinery,
Tackle, Apparel and Furniture,

Respondent,

And

WHITE STAR STEAMSHIP CO. et al,

Claimant.

The above-entitled cause came on regularly for trial in the above-entitled court, before Hon. C. D. MURANE, Judge of said court, on the 4th day of

(Testimony of R. W. J. Reed.)

August, 1911, and the three next succeeding days, Messrs. Geo. D. Schofield and F. E. Fuller appearing as proctors for the libelants and respondent and claimant, respectively.

Thereupon, the following testimony was heard and proceedings had, to wit:

[Testimony of R. W. J. Reed, for Libelants.]

Mr. R. W. J. REED, a witness produced on behalf of libelants, and having been duly sworn, testified as follows:

(By Mr. GEO. D. SCHOFIELD.)

Q. State your name. A. R. W. J. Reed.

Q. What official position with reference to the customs department, if any, do you hold in the port of Nome? A. Deputy collector.

Q. As such deputy collector of customs state whether or not you have charge of the records of the office, showing the entrances and clearances of vessels sailing coastwise and foreign, arriving and departing from the port of Nome. [111]

A. I have.

Q. Have you the book with you for the year 1908 showing the clearances and entrances? A. Yes.

Q. Please turn to the month of June, 1908.

A. Yes, sir, I have it.

Q. Also July 1st, Mr. Reed. I will ask you to state if the steamship "Ohio" arrived at the port of Nome during the year 1908, and the date of her arrival on her first voyage.

A. Yes, sir, she did, the "Ohio" on the 11th day of July.

(Testimony of R. W. J. Reed.)

Q. When did she clear from Nome according to your records? A. On the 21st day of July.

Q. Have you examined your records with reference to ascertaining the date and place from which the "Ohio" cleared on her first voyage to Nome in 1908? A. Yes.

Q. What was the date if you recollect?

A. 1st day of June.

Q. I will ask you if you have examined the records of your office generally to ascertain what if any cargo the "Ohio" carried on this particular voyage to Nome? A. Yes, sir.

Q. Just state.

A. She entered for Nome four hundred and twenty-eight and one-half tons of general merchandise which was made up of general supplies in the way of groceries, provisions, and so forth, and I took off just a few off the first page, a small list of different things—the first item was made up of fifty cases of produce and eggs; three hundred cases of meats; forty cases fruits; ten cases lemons; one hundred and twenty-five cases of groceries; ten cases potatoes; ten of cheese and such provisions, generally.

Q. State whether or not such provisions and groceries were consigned to the merchants of Nome.

[112] A. Yes, they were.

Q. How many passengers did the vessel bring to Nome on that voyage, according to your records?

A. Two hundred and thirty-six for Nome; one

(Testimony of R. W. J. Reed.)

hundred and sixty-six for St. Michael; four hundred and two in all.

Q. Do you recall, Mr. Reed, whether the "Ohio" filed a protest on her arrival on that voyage?

A. Well, I don't recall; I could find out, though.

Q. I wish you would do so a little later. Turn to your records for the month of June, 1908, and state the date of the arrival of all the vessels from the outside in Nome.

Mr. FULLER.—I object to that as irrelevant and immaterial, and merely burdening the record with immaterial matter.

The COURT.—Objection overruled.

Q. Just take up the first vessel, and read the name and date of arrival, of the different vessels as they arrived.

A. 3d of June, "Corwin"; 15th of June, "Victoria"; 15th, "Olympia"; 16th, "Senator"; 18th, "Northwestern"; 18th, "Yucatan"; 21st, "Stanley Dollar"; 21st, "Umatilla"; 22d, "Hyades"; 24th, "Transit"; 24th, "Montara"; 26th, "Elihu Thompson"; 26th, "Dashing Wave"; and 27th, "W. S. Porter."

Q. Now, with reference to the "Elihu Thompson" where did that ship arrive from?

A. Tacoma, Washington.

Q. You say the bark "Dashing Wave" came at the same time?

A. She came in tow of the Thompson.

Q. What is the tonnage of the "Elihu Thompson"?

(Testimony of R. W. J. Reed.)

A. Four hundred and twenty-eight tons, net.

Q. What was her tonnage with her tow?

A. Nine hundred and forty-one tons, net.

Q. And what time did she arrive here? [113]

A. On the 26th of June.

Q. Now, take up the month of July, give the names of the vessels and the dates of their arrival at Nome, that season.

A. "Barbara Hernster," July 15th; "Montara," 17th; "Olympia," 19th; Bark "W. S. Porter," 15th; "Northwestern," 15th; "Umatilla," 15th; "Edith" and "Victoria," July 25th.

Q. What voyage was it of the "Northwestern" and "Umatilla"? A. The second voyage.

Q. What voyage was it of the "Victoria" arriving July 25th in Nome, that season? A. Second.

Q. Now, on what date did the "Ohio" arrive in Nome that season? A. July 11th.

Q. And what voyage of the "Ohio" was it that she arrived on the 11th of July in Nome, that season?

A. The first voyage.

Q. I will ask you if you have examined the records of your office to ascertain the sailing dates from the ports of Seattle, Tacoma, San Francisco and Monterey of the vessels arriving in the port of Nome during the months of June and July, 1908?

A. Yes, I have.

Mr. FULLER.—I object to going into this testimony because it is irrelevant and immaterial, and there is no dispute about any of these sailing dates, and only makes a mass of irrelevant testimony.

(Testimony of R. W. J. Reed.)

The COURT.—Objection overruled.

(Paper handed witness.)

Q. Examine the paper I now hand you and state whether or not the compendation made there marked Libelants' Ex. #1 shows a list of the vessels entering the port of Nome, Alaska, during the months of June and July, 1908, the ports from which each [114] vessel sailed, the date of sailing, the dates they cleared the port of Nome and the destination of each vessel.

A. Yes, this list represents the date of arrival, date of sailing of the different vessels during the months of June and July, 1908.

Q. The ports from which they departed?

A. Yes—

Q. And the time or date of departure?

A. Yes, sir. The time of departure is written in in ink. The time of arrival is given also.

Mr. SCHOFIELD.—We offer this list in evidence and ask that it be marked Libelants' Exhibit No. 1.

Mr. FULLER.—We make the objection that it is incompetent, irrelevant and immaterial for any purpose.

The COURT.—Objections overruled. It may be received and marked Libelants' Exhibit No. 1.

Q. Give the tonnage of the steamship "Corwin," and the construction of the same.

A. Two hundred and thirty-nine tons, net, wood.

Q. Of the "Victoria"?

A. Twenty-one hundred and twelve tons, iron.

Mr. FULLER.—I object now to the witness testi-

(Testimony of R. W. J. Reed.)

fying to the contents of this exhibit; it *sepaks* for itself without his reading it also into the record. This is a memorandum simply of these different vessels, compiled from the records of the customs' office, and certainly if the paper itself is competent does not need any explanation or reading into the record.

The COURT.—If he knows without this paper he may testify without it. [115]

Q. Do you know what the tonnage and construction of these respective vessels are that you are testifying to as the records of your office show such tonnage?

A. Well, of course, the way I know the tonnage of these different vessels is from the register—the vessels' register in the office.

Q. Well, does the registry show the net tonnage?

A. Yes, also the construction. Where the word "iron" shows indicates that the vessel is steel and iron.

Q. You have been aboard all of these vessels from time to time, have you not, acting as a customs' officer at the sub-port of Nome?

A. I have not been aboard all of them, but the most of them I have.

Q. Just proceed now, and give the tonnage and construction of these different vessels as listed here on this exhibit No. 1. The "Olympia" is next.

A. "Olympia," tonnage seventeen thousand and thirty, and constructed of iron.

Q. The "Senator"?

A. Eighteen thirty-five, net, constructed of iron.

(Testimony of R. W. J. Reed.)

Mr. FULLER.—I make the same objection that it is incompetent, and it don't appear that this witness has any personal knowledge of what he is testifying to. If he is testifying to the records of his office the records themselves should be produced. It seems that this list has just been prepared from something else, just for the purposes of this lawsuit, and we object to the use of it by this witness, because we have had no opportunity to verify it.

The COURT.—Objection overruled.

Q. The “Northwestern”?

A. Twenty-three hundred and twenty-four tons, net, constructed of iron.

Q. “Yucatan”?

A. Twenty-three hundred and seventeen tons, net; constructed of iron. [116]

Q. “Stanley Dollar”?

A. Nine hundred and fifty-five tons.

Q. Do you know what her construction is?

A. Well, I believe she is wood; but I am not positive about that. Of course a person could take a little time and ascertain what the construction of this “Stanley Dollar” is, although a good many of these merchandise vessels have changed a great deal from their original construction, but my impression is that most of the Dollar line of boats are wooden construction.

Q. The “Umatilla”?

A. The “Umatilla” is twenty-one hundred and sixty-eight tons, constructed of iron.

Q. The “Montara”?

(Testimony of R. W. J. Reed.)

A. Sixteen hundred and ninety-five tons; iron. "Elihu Thompson," four hundred and forty-eight tons, constructed of iron. The bark "Dashing Wave," in tow of the "Thompson," nine hundred and forty-one tons, net, wood.

Q. The "W. S. Porter"—

A. The "Porter" is blurred here—

Q. Thirty-five twenty-four tons?

A. Yes, constructed of iron.

Q. "St. Helens"?

A. Seven hundred and seventy-nine tons.

Q. And what is her construction? A. Iron.

Q. The "Mackinaw"?

A. The "Mackinaw," two thousand and five tons; iron.

Q. The "Ohio"?

A. Two thousand and seventy-two tons; built of iron.

Q. Bark "W. B. Flint"?

A. Seven hundred and forty-six tons; wooden construction.

Q. Northwestern, second voyage? [117]

A. Twenty-three hundred and twenty-four tons; iron.

Q. The "Trader"?

A. The "Trader" is wood; nine tons.

Q. The "Edith"?

A. Fourteen hundred and ninety-five tons; iron.

Q. I will ask you if from your records you are able to ascertain the date the "Corwin" left Seattle on her first voyage in 1908?

(Testimony of R. W. J. Reed.)

A. Yes; on the 9th of May, 1908.

Q. And arrived in Nome?

A. Arrived in Nome on the 3d of June.

Q. How many days was she on the voyage?

A. Twenty-five days.

Q. When did the "Victoria" leave Seattle, when she arrived in Nome, and how many days was she on the voyage?

A. She left Seattle on the 1st day of June; arrived on the 15th of June, and was either fifteen or sixteen days; I don't know which.

Q. And the "Olympia"?

A. The "Olympia" left on the 30th day of May; arrived in Nome on the 15th of June.

Q. The "Senator"?

A. The "Senator" left Seattle the 1st day of June, arrived June 16th.

Q. The "Northwestern"?

A. The "Northwestern" left on the 4th of June; arrived June 18th.

Q. The "Yucatan"?

A. She left San Francisco June 1st; arrived in Nome June 18th.

Q. The "Stanley Dollar"?

A. She left Seattle on June 7th; arrived in Nome June 21st.

Q. The "Umatilla"?

A. "Umatilla" left Seattle June 4th; arrived in Nome 21st.

Q. The "Montara"?

A. Seattle June 11th; arrived June 24th. [118]

(Testimony of R. W. J. Reed.)

Q. The "Elihu Thompson" with bark "Dashing Wave"?

A. Left Tacoma May 29th; arrived in Nome June 26th.

Q. "W. S. Porter"?

A. The "W. S. Porter" left Monterey June 3d, arrived in Nome June 27th.

Q. "St. Helens"?

A. "St. Helens" left San Francisco June 9th; arrived in Nome July 9th.

Q. The "Mackinaw"?

A. The "Mackinaw" left Seattle on the 22d day of June, and arrived off Nome July 9th.

Q. The "Ohio"?

A. The "Ohio" left Seattle June 1st; arrived in Nome July 11th.

Q. The bark "W. B. Flint"?

A. Left San Francisco May 11th; arrived in Nome July 15th.

Q. The "Northwestern," second voyage?

A. "Northwestern," second voyage, left Seattle July 6th, arrived 15th.

Q. "Umatilla"?

A. "Umatilla," second voyage, left Seattle, July 6th, arrived July 16th.

Q. "Trader"?

A. "Trader" left Seattle May 19th, arrived July 16th.

Q. "Edith"?

A. Left San Francisco July 3d, arrived July 25th.

Q. "Victoria," second voyage?

(Testimony of R. W. J. Reed.)

A. "Victoria," second voyage, left Seattle July 17th, arrived July 25th.

Q. What kind of vessel is the "Corwin" with reference to the service employed?

A. She is employed on the first trip, comes coast-wise from Seattle to Nome, comes what is called the inside passage.

Q. With reference to being a freighter or passenger craft? [119]

A. She is both—carries both.

Q. And the "Victoria"?

A. She is the same, except that she comes direct to Alaska.

Q. With reference to the service she is in?

A. Passenger and freight, also.

Q. And the "Senator"?

A. She has accommodations for passengers—carries freight and passengers, also.

Q. The "Northwestern"?

A. The same is true of her, also.

Q. And the "Yucatan"?

A. Well, at that time she was in the freight and passenger service.

Q. The "Stanley Dollar"?

A. The "Stanley Dollar" is a freighter.

Q. The "Umatilla"?

A. She is in the freight and passenger service.

Q. The "Montara"?

A. The "Montara" is a freight boat.

Q. The "Elihu Thompson"?

A. She is the meat boat for the Pacific Cold Storage Company.

(Testimony of R. W. J. Reed.)

Q. Carried no passengers? A. No.

Q. The "W. S. Porter"?

A. The "W. S. Porter" is an oil ship that comes in here from Monterey.

Q. Carries no passengers? A. No, sir.

Q. The "St. Helens"? A. Freighter.

Q. "Mackinaw"? A. Freighter.

Q. "Ohio"?

A. Passenger and freighter. [120]

Q. Bark "W. B. Flint"?

A. She is or was at *time* time a lumber schooner.

Q. Carries no passengers? A. No.

Q. The "Northwestern"?

A. Carried freight and passengers.

Q. The "Trader"?

A. The "Trader" is a small vessel that is used along the coast here, between here and Siberia; she has been trading along here with Siberia for several seasons; she may carry passengers, a few, but her principal business is trading along the coast.

Q. The "Edith"?

A. The "Edith" is a freighter.

Q. State whether or not from your knowledge as a customs officer of this port you can state the general nature or class or kind of service of the "Victoria," "Senator," "Northwestern," "Umatilla" and steamship "Ohio."

Q. That is with reference one to the other?

A. Yes, with reference to their class one way and another? A. They are all in the same service.

Q. Practically the same class of vessel and in the

(Testimony of R. W. J. Reed.)

same service? A. Yes, sir.

Mr. SCHOFIELD.—You may cross-examine.
[121]

Cross-examined.

(By Mr. FULLER.)

Q. You were in the office of the customs department in 1908, were you? A. Yes, sir.

Q. What kind of a vessel is the “Corwin” with reference to her construction? A. She is wood.

Q. She is specially built for these northern waters, to go into the ice, is she not?

A. She is reinforced in her bow.

Q. She is especially reinforced to encounter the ice, is she not?

A. I believe her bow is reinforced.

Q. What was her condition at the time she arrived here on the spring of 1908 as to being injured?

A. As far as I recollect the “Corwin” was all right.

Q. She filed a protest, did she not?

A. Well, they always do that, but so far as I recall now I don't know whether she did that voyage or not.

Q. Did you make any examination of her?

A. No.

Q. You don't know whether she was all right then or not, of your own knowledge, do you?

A. No, the only thing I would know in case she filed a protest would be the fact that such a protest was filed as it would not state the amount of kind of damages, only that she was damaged; I would not

(Testimony of R. W. J. Reed.)

know the ground or how it occurred, therefore I don't know anything about it, not even whether she filed a protest or not.

Q. Well, you know that the "Victoria" was damaged that year, do you not?

A. Yes, everybody else knows about that, too.
[122]

Q. And also that the "Olympia" was damaged?

A. Yes, sir.

Q. And the "Senator"? A. Yes.

Q. And the "Northwestern"?

A. Well, I *know* the "Vicotia" and "Senator"—I don't recollect about the "Northwestern."

Q. Have you the records in your office now showing whether or not these vessels filed protests on their arrival in Nome that year?

A. Well, we may have. It is customary to file a protest—that is, it is usually done.

Q. You have not that record here with regard to that now? A. No.

Q. You know that the "Yucatan" was damaged, do you not?

A. No, I don't know whether the "Yucatan" was damaged or not.

Q. Well, do you know that she was not?

A. No; I don't know that she was or was not; I simply don't know.

Q. Simply don't know?

A. No, I don't recollect with regard to those two.

Q. The "Stanley Dollar"—do you remember about her?

(Testimony of R. W. J. Reed.)

A. No, I don't recall with regard to that.

Q. And the "Umatilla"?

A. No, I am not positive about the "Umatilla," either.

Q. Will you examine the records of your office and see whether or not in each of the other of these vessels damages were sustained or not?

A. Yes, I can do that.

Q. And all the damage that was done to either of these vessels was caused by being in the ice, being caught in the ice, was it not?

A. Well, that is as far as I know, it was; of course, I could not swear to that, though. [123]

Q. The "Ohio" of course, was a seaworthy vessel?

A. Well, of course, if she had not been it was the fault of the officers at Seattle in allowing her to leave. I didn't see her leave, and don't know anything about that.

Q. She must have been inspected by the inspector or vessels' service before she was allowed to depart, as every vessel is required to be?

A. Well, all vessels are supposed to be inspected once a year. That comes under the steamship inspection service, and every boat is supposed to be inspected and passed each year, that she is tight and fit for sea; the customs officers have nothing to do with that, except to see that she has her certificate and is in the proper class; we do not have anything more to do with that, except to take their word for it.

Q. Could she clear from Seattle without her proper equipment? A. Yes, she could.

(Testimony of R. W. J. Reed.)

Q. She could? A. Yes, sir.

Q. How?

A. Well, if they didn't happen to check her up, we would have nothing to do but to enter her, from there, as long as they cleared her.

Q. Well, they are supposed to check her up, are they not?

A. Well, a steamboat company whose vessels are known they take it that they have got the proper equipment, and take a boat from that company, if she comes in to clear, they clear her without any question of her equipment, and of course, that goes; that is all that is heard about it. But of course, they would not clear her if ever they happened in checking her up to find that she wasn't all right. But so long as they have cleared her they would not expect the customs officers to come in and impeach their [124] records.

Q. Do you mean to say that vessels can clear without any inspection being made of her?

A. As far as her equipment goes, she is up to the customs officers. That is all I know, and that is what the steamship inspectors know—

Q. Well, I am referring now to both branches of the service.

A. She is inspected once a year; her lifeboats are inspected, life-preservers—everything pertaining to her equipment is inspected once a year, and after that she is supposed to have proper equipment on her.

Q. They are supposed to be, but also are they not kept in proper condition all the time?

(Testimony of R. W. J. Reed.)

A. Yes, they are.

Q. That is a part of their duty?

A. That is not part of the customs officers' duty.

Q. That is the duty of the Inspector of Hulls and Boilers? A. Yes, sir.

Q. Now, if you will look up the matter of the protests—

A. You want the different protests that were filed in the year 1908, by the different vessels?

Q. Yes, if you please. I want the record which you have of it.

A. You want the record we have in the office of the protests. I will bring it, yes, sir.

Mr. FULLER.—That is all for the present.

Mr. SCHOFIELD.—That is all.

(Witness excused.) [125]

[**Testimony of Lawrence S. Kerr, for Libelants.**]

Mr. LAWRENCE S. KERR, a witness produced on behalf of libelants, and having been duly sworn, testified as follows:

(By Mr. SCHOFIELD.)

Q. Mr. Kerr, you are one of the libelants in this case, are you? A. Yes, sir.

Q. State whether or not on the voyage of the steamship "Ohio" leaving the port of Seattle on June 1st and arriving at the port of Nome on the 11th day of July, 1908, you were a passenger on said ship.

A. Yes, sir.

Q. How much did you pay for your ticket?

A. One hundred dollars.

Q. Do you know what length of time was consumed,

(Testimony of Lawrence S. Kerr.)

Lawrence, from the port of Seattle to Unimak Pass of your personal knowledge, of that voyage?

A. Why, I think it was seven days—six days and a half or seven days; I wouldn't be positive.

Q. And at what point on Bering Sea approximately did you first encounter ice on that voyage and when?

A. Well, we encountered ice first about two days after we went through Unimak Pass, near Nunivak Island—that is slough ice; that was the first ice we saw.

Q. Did you encounter any vessels of the Nome fleet at or prior to that time?

A. Yes; we encountered them all.

Q. All of them?

A. Well, now, I don't know—yes, we did, too; we saw—I think we saw every vessel of the Nome fleet, passed within our sight.

Q. Just name them.

A. Well, the first one we saw was the "Hyades," off Nunivak Island; then the "Senator," the "Umatilla," "Northwestern," "Yucatan," "Transit," and I think there were two or three government [126] boats, the "Yorktown" and "Thetis," and then I think that was all until we got up to Sledge Island, about the 17th of June, and then of course we come up with the "Senator" and "Olympia" and "Victoria"—those boats that I have named passed us close by, and there were several others I am pretty sure that I don't recollect the names of now.

Q. During any time on that voyage state whether or not you saw any revenue cutters running towards

(Testimony of Lawrence S. Kerr.)

Bering Sea. A. Yes, sir.

Q. What was the first revenue cutter you saw?

A. The "Thetis" was the first; the "Thetis" *staid* with us for about ten days, and after we went back to Dutch Harbor the "McCullough" followed us.

Q. Approximately, do you know how near you were to Nome and Sledge Island on your voyage prior to turning back to Dutch Harbor?

A. Well, we were so near that we could see the capes along the coast very distinctly, and everybody began to pack up their things to come ashore.

Q. What were the ice conditions at that time at that point? A. We were in no ice at all.

Q. What day of the month was that, do you recall?

A. Well, as I recall now, I am pretty sure it was the night of the 17th of June or the morning of the 18th; it was about one or two o'clock in the morning.

Q. What other vessels were in sight at that place?

A. Well, there seemed to be three vessels at 11 o'clock and from then on—the "Senator," "Olympia" and "Victoria."

Q. And in what direction were those vessels from you at that time?

A. Well, those vessels—there were two of them that seemed to be further to the east—down this way (indicating) they were in the ice pack and we were in clear water; it looked that way to us, any way.

[127]

Q. Looked like you were in the ice pack?

A. No, we were in no ice at all.

Q. You were further up the coast?

(Testimony of Lawrence S. Kerr.)

A. We were right up by Sledge Island and there was no ice there at all, where we were.

Q. What was the condition at Sledge Island as to being in the ice or in clear water?

A. Well, the Island was in clear water.

Q. State whether or not you went up on ship's deck off Sledge Island and observed whether there was water between there and the shore, or whether there was an ice pack there.

A. Well, I took the glasses and went up on the upper deck and you could see beyond the ice pack—that is beyond the Island between there and the shore it was all clear next to the shore.

Q. You mean there was an open lead between the ice and shore between the Island and the mainland?

A. Yes, sir.

Q. What was the width of the open lead of water, approximately, would you say?

A. Oh, I guess it must have been ten or fifteen miles.

Q. What, if anything, at that time was there to deter the vessel from proceeding on her way to Nome? A. Nothing; only Captain Conradi.

Q. Did you have any conversation with the captain at that time ?

A. Well, just general conversation; I didn't talk to him any at that particular time, but after we found out instead of coming to Nome we were going south again; then, of course everybody raised a big howl to come on in to Nome, and he said that there was a big earthquake in Nome, right here at Nome,

(Testimony of Lawrence S. Kerr.)

and he did not want to bring his boat in to Nome anyways, because the ice was piled high on the beach and he couldn't get in any way; that there had been a big earthquake [128] and fire and that the ice was miles on the beach and all piled up like mountains, and everything—that kind of talk—

Q. Was that his excuse for not coming on in to Nome at that time? A. Yes.

Q. When did you return back to the south again, after you had been this near to Sledge Island?

A. Well, I guess it must have been about two o'clock in the morning when we discovered that we were going to St. Lawrence Island in the same lead that we had come through coming to the north, towards Nome.

Q. Now, in making that voyage to St. Lawrence Island after having been off Sledge Island, state whether or not you encountered any ice—whether the "Ohio" encountered any ice.

A. No, we were in an open lead, in the same lead that we came through, all through the morning. Then in the afternoon, along about dinner time he blew—he blew the gong or bell, and slowed down, stopped, in fact, and waited until the ice came up on both sides, so we could just see the ice on both sides.

Q. State whether or not you encountered any ice on the way back to St. Lawrence Island.

A. No, sir.

Q. Then from the time you got back to St. Lawrence Island then what did the vessel do? Where

(Testimony of Lawrence S. Kerr.)

did the vessel go?

A. Why, he took us under the lee of St. Lawrence Island and anchored us, for I guess it must have been pretty nearly three weeks, off and on; it was two weeks at the very least.

Q. Anchored in the same place?

A. Well, he would move around and let the people think he was looking for a lead—he would steam ahead under slow bell [129] and *the* when everybody thought we were on the way in again, first thing we would notice he would be going south again—he would turn around and steam south again just as hard as he could.

Q. State whether or not during the time he was steaming rapidly to the south you were in the ice.

A. No, sir, there was not a sign of ice, any place—you could not see a piece of ice big as my hand, anywhere.

Q. Now, after he had anchored in the lee of or in the vicinity or neighborhood of St. Lawrence Island for a space of three *week*, then what did he do?

A. Well, in the meantime the “Thetis” came along and tried to bring us in. The captain of the “Thetis” came at this time in his ship’s boat, along at the edge of the ice—at that time there was about from three to five or seven, maybe, miles of ice, and he had hauled his boat over to the edge of the ice and then came over aboard of the “Ohio”—the captain of the “Thetis,” I mean, came aboard and wanted Capt. Conradi to bring us in, to bring the ship in, and he promised him that he would come

(Testimony of Lawrence S. Kerr.)

along in. The captain of the "Thetis" told Conradi, he said, "I will follow you," and in the morning when the "Thetis" had started off to the north *wh*, Conradi he just started south again, and some further to the westward; finally he got down south a little ways and then he anchored again. Well, about this time grub was getting short and there was no water, and we run out of coal, only had coal enough to run one boiler, so he goes to Dutch Harbor then—

Q. When did he arrive at Dutch Harbor the second time?

A. In the morning of the—no, the afternoon of the—no, it was on the morning of the 4th of July, along about two o'clock, along about that time—no—I forget just exactly now which it was, the 3d or the 4th of July—I am not [130] positive which it was.

Q. Now, during the time you were anchored as you say two or three weeks in open water near St. Lawrence Island, state whether or not the captain at any time attempted to take the ship up to the ice to ascertain whether or not there were any leads coming in to Nome.

A. No, not that I know of; he just lay there.

Q. Any other vessels or revenue cutters, aside from the "Thetis" there at that time?

A. Do you mean whether there were any other vessels passed us?

Q. Yes, or any other vessels that you passed?

A. Come to Nome, do you mean?

Q. Yes, meeting each other, or passing each other?

A. Yes, we passed both ways, both going and com-

(Testimony of Lawrence S. Kerr.)

ing, the “Umatilla” and the “Yucatan” and “North-western”—they were particularly close to us, I remember.

Q. Did you see any other vessels besides the “Umtailla” which had made the port of Nome and passed you coming out?

A. Well, we could see other vessels, but of course we were not close enough to know who they were.

Q. State whether or not the captain of the “Ohio” attempted to intercept any of these vessels with a view to ascertaining what the ice conditions between him and Nome.

A. No, sir, whenever he saw a boat coming he would generally run away from her if he could.

Q. Now, you say you arrived at Dutch Harbor about the 3d or 4th of July? A. Yes, sir.

Q. How long did you remain at Dutch Harbor?

A. We got in there about noon and went ashore, and then we left right after we’d had a dance about four o’clock in the morning, I guess.

Q. What provisions, if any, were taken on at Dutch Harbor? [131]

A. Well, all that I remember that we bought what we could ourselves, and the ship took on some of this sick codfish that they caught there in Dutch Harbor, a few bunches, seven or eight, I guess, and nothing more.

Q. State whether or not any coal was taken on at Dutch Harbor.

A. No, he did not—he wouldn’t take on any coal there.

(Testimony of Lawrence S. Kerr.)

Q. Do you know whether there was any coal there?

A. Yes, there was lots of coal—

Q. Where was the coal?

A. Over at the coal-bunkers at Unalaska.

Q. State whether or not there was any vessels at Dutch Harbor when the “Ohio” landed there.

A. Yes, sir, the “McCullough.”

Q. What service is the “McCulloch” in?

A. She is a revenue cutter.

Q. Do you know if there were any negotiations had between the captain of the revenue cutter “McCulloch” and Capt. Conradi of the “Ohio” with reference to urging the “Ohio” to come on into Nome?

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial.

The COURT.—Objection overruled.

A. Yes, sir.

Q. What were they?

A. Well, I was in the office doing some work for Mr. Gray and the Auditor for the company—

Q. The old N. A. C. Company?

A. Yes—no, the old A. C. Company, and Capt. Conradi came in there, and I was behind the counter, running the machine—the typewriter—and he wanted to know about—Mr. Gray asked him what he was doing in there again, why he hadn’t come on to Nome, that there had been other boats come into Nome and were out again, and wanted to know why Conradi [132] hadn’t come on in to Nome, and Conradi asked Mr. Gray if he didn’t know there had been a great earthquake here at Nome and a

(Testimony of Lawrence S. Kerr.)

big fire, and the boats were all piled up on the beach. Mr. Gray told him there was nothing of the kind. He said he had never been in here before, and that he would steer his boat there later on—he said, “Never mind, me; I have an object in view.” Mr. Gray told him that other boats had come in and had made a good trip and he could do the same with the “Ohio.” But Conradi told him that the other boats were all wrecked and the people were starving to death by the hundreds here in Nome, and that he was not going to risk his ship and his reputation. Just then the officers off the “McCullough” came in and Conradi began all over again about how the boats were all destroyed and the people starving to death, and a lot of such stuff as that, so that he could induce the captain of the “McCullough” to come ahead and leave us at Dutch Harbor. He said the boats all were stuck in the ice and piled up on the beach and the people starving to death, and that he wouldn’t risk his boat, and a lot more such stuff to the captain of the “McCullough.” Then he said he was short of provisions and short of coal, and asked Capt. Gray if he would let him have provisions to take the ship in. Mr. Gray said yes, there was a big warehouse full of provisions and supplies, but as I remember, all he took was a little flour and a few sacks of beans, and a lot of these fish that the natives were catching and throwing up on the wharf there at Dutch Harbor.

Q. You say that the captain of the “McCulloch” came aboard at that time. Were there any negotia-

(Testimony of Lawrence S. Kerr.)

tions between him and Conradi as to the "McCullouch" piloting the "Ohio" into Nome from Dutch Harbor?

A. No, only the captain of the "McCullouch" said for Conradi to [133] follow him, and he would give him the leads on into Nome. So Conradi was still talking about taking on coal, but he said he couldn't take his ship into Unalaska, so the result was we came on without getting any coal. But Conradi then says that he wasn't going to take his ship into the ice, as he had been promised that he would get a reward, he said if he didn't get in the ice. He says, "I don't want to if I can help it, but if I can't help it, why, I will." So then the next morning early he pulled out ahead of the Government boat, and she was to follow, and first thing we knew we were going right straight again to St. Lawrence Island. Then of course we knew that Conradi didn't intend to go into Nome or near the ice. We went right north and south, up this open lead we had been in before, and we were right in between the revenue cutters, anchored there.

Q. Now, after leaving Dutch Harbor state whether or not you did take the course laid out by the revenue cutter "McCullouch" towards Nome.

A. No, sir, we did not.

Q. State what as a matter of fact you did.

A. Capt. Conradi took right back again in the same place because you can tell where the place was by the way it looks, standing off the islands there, like.

(Testimony of Lawrence S. Kerr.)

Q. State whether or not you were in sight of St. Lawrence Island.

A. No, we never sighted land after we left Dutch Harbor.

Q. What did the "McCullough" do after that, if anything?

A. Well, in a day or so the "McCullough" finally caught up with us, when the fog lifted one morning, there we were right close by the "McCullough."

Q. What did you do with reference to remaining *anchor* after leaving Dutch Harbor? [134]

A. Well, instead of going to St. Lawrence Island, or wherever he was running to—I don't know where it was, he just went over and threw down his mud hook again, and we stood there in the fog.

Q. State whether or not there was any ice in that place. A. No.

Q. How long did you remain there?

A. Well, only about three days, in the fog. The "McCullough" and "Thetis" were blowing their fog whistles all the time, and you could tell we were only just a little short ways, from the sound, but Conradi would not answer at all, and I think it was the third morning when the fog lifted there we were right—we were just right in between the two revenue cutters—one in front of us, and the other just a little further away over to the side of us, like this (illustrating), so then Conradi couldn't get away.

Q. You say that the captain of the "Ohio" failed to answer the whistles from the vessels while lying at anchor in the fog?

(Testimony of Lawrence S. Kerr.)

A. Sure he did, and we could tell that we were pretty near onto something, from the sound, and they blew their fog signals and rung their bells every half minute, any way, all the time, and there we were, everybody expecting to be run into most any minute, and then finally when the fog did lift we were so close up to these other boats, the "Thetis" and "McCulloch" that you could recognize people on board of her.

Q. How long did the "Ohio" lie in the fog and refuse to answer the signals of the revenue cutters?

A. Oh, I should judge twenty-four hours at least.

Q. State whether or not those signals were of frequent occurrence.

A. Yes, sir, I guess every half minute or minute, any way. [135]

Q. What do you mean by signals?

A. Well, you know when it is foggy out at sea they always blow the whistle—the fog whistle.

Q. During the time you were lying at anchor in the fog, state whether or not he rung the bell aboard the ship. A. No, sir.

Q. State whether or not the "Ohio" blew her whistle. A. She did not.

Q. Now, you have stated that when the fog lifted there were a couple of revenue cutters near where you were. A. Yes, sir.

Q. What were they?

A. Well, the "Thetis" was laying back of the ice just north of us—yes, the "Thetis" was north of us.

Q. And about how far away?

(Testimony of Lawrence S. Kerr.)

A. Well, you could see and recognize persons aboard of the "Thetis"; that was how close up she was to us.

Q. You could recognize them on board the "Thetis"?

A. Oh, yes. The "McCullouch" was south of us, but I should think she was not more than a quarter of a mile, I guess away from us.

Q. What occurred then?

A. Well, the captain of the "Thetis" was pretty angry and so was the captain of the "McCulloch."

Q. Did you hear any conversation between them and the captain of the "Ohio" at that time?

A. Yes.

Q. What was it?

A. Well, they—I think it was the captain of the "Thetis" came over and swore at Conradi and "wanted to know where in hell he had been for the last three days." Told him to come on up now and quit monkeying with the United States mails; that he had monkeyed with the United States mail and [136] passengers just as long as he was going to allow him, and that he was either coming on into Nome with his ship or he would take the mail and passengers off and bring them into Nome with him, and he might do as he pleased with his ship, but that he had done all the monkey work he was going to put up with. Conradi ordered him to get down off the bridge, and stormed around—

Mr. FULLER.—Objected to that as incompetent and immaterial, what the captain said.

(Testimony of Lawrence S. Kerr.)

The COURT.—Objection overruled.

Q. Proceed.

A. The *the* captain of the “Thetis” told him to come over there, and Conradi got the United States flag and draped himself in it and goes over on board the “Thetis,” and what occurred over there between them I don’t know, as I could not hear all of it, because they were right up in the bow of the two boats.

Q. What occurred after that?

A. Well, Conradi came home again and went up on deck and walked back and forth, storming around—of course, it tickled me—I hadn’t seen anything so funny for a long time, and that made him worse, and finally he went into his side room there, and then finally he came out again, and said that he was master of this ship; that he was responsible for her, and that she should not move, and he asked these other captains if he should allow the boat to go on if they would be responsible for her. The captain of the “Thetis” said no, he would not be responsible for her, but that if he wanted to anchor there he would take off the passengers and mail and go away and leave him there, but that he would not leave the passengers and the United States mail there—that he would not leave without them; that he would take the passengers and mail off. Then, after some more powwow [137] between them, Conradi came back aboard the “Ohio” and we started to Nome; the “Thetis” went ahead and the “McCulloch” followed us.

Q. Now, what day was that when you finally

(Testimony of Lawrence S. Kerr.)

started in to Nome?

A. This was the 10th day of June.

Q. 10th of June? A. Yes, sir.

Q. June or July, was it?

A. 10th day of July.

Q. State whether or not you had any trouble in getting through to Nome. A. No, sir.

Q. Encountered any ice?

A. A little bit but not much; I think they said there was something like eleven miles of fringe ice, before we got into Nome, was all we saw; we just come right through it withou any trouble.

Q. While you were anchored out there, as you say, you were near St. Lawrence Island, I will ask you whether or not you saw the "Corwin"?

A. We saw a boat coming towards us and they said it was the "Corwin."

Q. Did she ever arrive up within hailing distance of you? A. No, because we ran away.

Q. In which direction was she sailing?

A. Westerly and southerly.

Q. What date was this approximately?

A. That was sometime, I presume, towards the last of June—I don't know just the date. The last days of June or first days of July.

Q. Do you know whether or not the postal authorities of the United States came out to the "Ohio"?

A. Yes, sir. [138]

Q. Represented by whom? A. Mr. McManus.

Q. Did you hear any conversation with reference to the mail aboard the ship? A. Yes, sir.

(Testimony of Lawrence S. Kerr.)

Mr. FULLER.—I object to any conversations between anyone and the officers of the “Ohio” as incompetent and immaterial, any attempt on the part of the postal authorities or anybody else, with regard to the running of the ship.

Q. Conversations between whom were they?

A. No, I didn’t hear any conversations between Mr. McManus and the captain of the “Ohio”; I heard conversations between the captain of the “Thetis” and the captain of the “Ohio.”

Q. That is the conversation you have related?

A. Yes, sir; I have told you the conversation, what I remember of it, that occurred between the captain of the “Thetis” and the “Ohio.” I think they were aboard the “Thetis” when they had the conversation with McManus.

Q. How many trips, Lawrence, have you made from Seattle to Nome on the first sailings, leaving on or about the 1st of June?

A. Well, I have been coming up here for eleven years off and on; I guess the first sailing I have made four or five.

Q. What boats have you come on?

A. Well, I don’t just remember—the “Santa Ana” and the “Garonne,” “Victoria” and “Oregon”—

Q. When did those boats ordinarily leave the port of Seattle on their first voyage to Nome?

A. Well, I have always left about the 4th or 5th of June.

Q. State whether or not it is usual on the first voyages to encounter more or less ice in Bering Sea.

(Testimony of Lawrence S. Kerr.)

A. Yes, we always did. [139]

Q. State what has been the general running time in those class of vessels between Seattle and Nome on the first voyages.

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial, what the general running time of other years has been.

The COURT.—Objection overruled.

A. Well, I have never been before this time more than twelve or fourteen days when we were stuck in the ice, sometimes not that long.

Q. Now, what were the ice conditions on the 10th and 11th of July when this ship finally did come in in charge of the revenue cutters—the “Ohio” came in in charge of the revenue cutters with reference to other years you have come up on other vessels?

A. Well, on the 10th and 11th of July there was no ice at all that would stop any boat at all; and we came right through; we never stopped, ran at full speed through this little fringe of ice that we saw before we did come in. There were occasionally little channels through the drifting ice, where the ice was all broken up, but it didn't stop us a bit; we came right through. We came as fast as the “Thetis” could, but of course we could make better time than the “Thetis,” and she came full speed ahead, so of course we could only come as fast as she did, because she was ahead of us, and we came through six or seven miles of this slush ice, or maybe it was eleven miles; that was what someone said—eleven miles of this drift, but we came right ahead and didn't stop

(Testimony of Lawrence S. Kerr.)

for anything, and if it hadn't been for these other boats we could have come back in less time than we did because the "Ohio" is a faster boat. [140]

Q. Now, it is claimed by libelants that they were put upon short rations for a space of one week. When did this occur approximately with reference to the time the "Ohio" first met ice near Nunivak Island?

Mr. FULLER.—We object to that as incompetent, and because there is no testimony that they were ever put upon short rations as yet.

The COURT.—Objection overruled.

A. This was after we had struck the ice, just the week prior to coming back to Dutch Harbor, just six or seven days prior to that time.

Q. Where was the ship at the time you were put upon short rations, under way or at anchor?

A. Well, she was at her usual stopping place, down by St. Lawrence Island.

Q. In the ice, I believe you said.

A. Well, maybe sometimes we might be near shore and there would be no ice to speak of; then again there would be ice packs moving around us for a day or so and go on by, something like that.

Q. Now, what date was that, about, as near as you can fix it?

A. Well, I would think that was about third, towards the end of the third week—I know we went back to Dutch Harbor on the 3d, and this was the six or seven days prior to that time—six or seven days prior to the 3d of July, would make it somewhere

(Testimony of Lawrence S. Kerr.)

around the last of June.

Q. The latter part of June?

A. Yes, the latter part of June or first of July.

Q. Up to your rearrival at Dutch Harbor?

A. Yes.

Q. State to the Court of what those short rations consisted, for instance, while you were upon short rations, what would they give you for breakfast, what for dinner and [141] what for lunch, as near as you can recollect.

A. Well, for breakfast, we had no bread—of *course*, we used to have tea—

Q. How long was the ship without bread?

A. Oh, we didn't have any bread for a space of maybe a week—I don't know just how long it was, and then we didn't have any bread again after we came back from Dutch Harbor; then we didn't have bread after two or three days; we got a little flour at Dutch Harbor, I guess, and had bread for a couple of days, and then after that we didn't have any bread—two different times, as I remember.

Q. Proceed.

A. Well, we would have coffee and sea biscuits and beans and mush, and something like that.

Q. Well, what was your ordinary breakfast during the time you were upon short rations?

A. Well, we would not have anything fit to eat much—sometimes we would have a little soup and some bacon and maybe beans and mush—I don't remember—I know the mush we had you couldn't eat because they didn't cook it so it *as* fit to eat—

(Testimony of Lawrence S. Kerr.)

Q. What was the trouble with it?

A. Well, I don't know what it was, only that you just couldn't eat it at all. Some mornings maybe we would have some hash that was made of meat that smelled to heaven—was so rotten you couldn't bear it on the table—you'd have to leave the table, the meat was so rotten and smelled so badly—

Q. (Interrupting.) Was that the general character of the meat that was offered to the passengers for table fare?

A. Yes—you see, the meat was hung up on the deck—it was never taken down in the hold or to the ice plant, if they had one—and I understood they had an ice plant, but it [142] was placed on deck, and then when they took off the hatches there was some of Rooney's stuff down there, and that was rotten, and they'd bring that up and heave it overboard—all of it spoiled by being down in the hold so long, and then this meat that was so rotten, it was hung just right in front of our cabin door; and altogether with that smelling so bad and these vegetables, cabbage and so forth, why, the stench was something awful. The meat was so bad that even the steerage passengers wouldn't eat it, and everybody complained about it. And then with all that to have these rotten vegetables around—well, until they would throw that overboard, it was a vile place anywhere on deck, and especially—worse on our part of the ship. People wouldn't come up on our side of the ship at all—it smelled so badly. If they had taken Rooney's stuff up and fed it to the passengers

(Testimony of Lawrence S. Kerr.)

before it got spoiled—but instead of that they just heaved it overboard.

Q. Why?

A. Why, because it was rotten. The meat was so bad—one day Col. Weatherly was sick and I tried to get some meat broth for him but it was too bad. Col. Weatherly and Fox Ramsay were on our side of the boat, and they made more kick than anybody else, I guess, about the meat being so rotten and smelling so awful bad.

Mr. FULLER.—I move to strike out the last portion of the witness' answer because it is not responsive to the question.

The COURT.—The last portion of the answer is not particularly responsive and it may be stricken out.

Mr. FULLER.—I wish also to object to both question and answer as not within the issues raised by the pleadings. There is no [143] general allegation that they served bad meals, only that they were put upon short rations, but the quality of the food is not complained of.

The COURT.—Objection overruled; motion denied.

A. Well, we complained to the captain to have it taken off our side of the deck because when the wind blew our way we could not sleep nights on account of the rotten smell from this rotten meat.

Q. What was the weather conditions during this time as to whether it was bright sunshine, cloudy, wind or rain or how was it?

(Testimony of Lawrence S. Kerr.)

A. Well, as a general thing it was beautiful weather; the sun was shining most of the time; of course, sometimes there was fog, but the days were beautiful as far as we could see ashore. There was one or two times at St. Lawrence Island where we had rainy weather but aside from the ice we had bright weather most of the time, as I remember.

Q. Now, during the time that you were put upon short rations, state whether the food supplied was or was not of good and sufficient quality as alleged by the claimants in their answer, or whether the food was insufficient in quantity and poor in quality.

A. It was insufficient in quantity and very poor in quality.

Q. I will ask you if you ever were offered a supply at table while you were on short rations of good wholesome food, sufficient in quantity in itself to answer the ordinary needs of the ordinary man?

Mr. FULLER.—I object to this question. I don't think this witness has qualified as a food expert. He can testify as to his own experience, but I don't think he can testify as an expert as to what would [144] be necessary to sustain the ordinary man.

The COURT.—I have my doubts about this witness being competent to testify to what an ordinary man would require. Objection is sustained to that portion of the question.

Q. Well, I will put it this way, as to whether or not the food supplied was insufficient, as to whether or not you heard any complaints among the passengers as to whether or not there was an insufficiency of food

(Testimony of Lawrence S. Kerr.)

aside from the poor quality of the food.

Mr. FULLER.—That is objected to as incompetent testimony.

The COURT.—Objection overruled.

A. I did hear kicks, yes, sir.

Q. Well, what kind of kicks did you hear?

A. Well, both as to the quality and quantity of grub.

Q. What was defective about it?

A. Well, it wasn't good; that is all; I don't know that I know just what *as* the matter with it.

Q. Can't you specify?

A. Well, I know there were some days that you could not eat the meat, that it was so spoiled and smelled so bad that it would make you sick; you couldn't stand to have it come near you. Sometimes you would go to the table, and you wouldn't order any meat to eat yourself at the table, but the person that was sitting next to you would ask for meat and when it came on it would smell so bad, why, I'd have to "beat it"; that was all. And the same way with the soup; it would be made out of this same kind of meat, and when it came through the door it would smell so bad there was nobody could eat it. Then they's fix it up in all kind of ways, make lamb curry and such dishes so they might [145] try to disguise the spoiled meat, but it was so bad that it was just the same. They sure got up a lot of dishes on that boat that I'd never heard of before any place, but come to it, it was just rotten meat they were trying to serve up.

(Testimony of Lawrence S. Kerr.)

Q. Now, so far as you were concerned, state whether or not the food supplied was sufficient in quantity for your requirements.

A. No, I used, when I wanted something to go out and buy something to eat.

Q. Who did you buy it from?

A. Well, I generally bought it off the night watchman.

Q. State whether or not it could be bought aboard the boat. A. Yes.

Q. How much, if any, were you compelled to pay this way *pro* purchases aboard this boat to satisfy your needs in that regard?

A. Well, for all I bought, together with water, and everything, that way I guess it would be more than fifty dollars' worth.

Q. You did not have to pay for water, did you?

A. Oh, yes; we did.

Q. How much did you pay for water?

A. Paid a dollar a can.

Q. And who did you purchase water from?

A. Oh, I don't know—somebody down in the engine-room.

Q. State whether or not there was always fresh water from steam on the boat.

A. Well, there was a little in the tanks—the tanks were full at first, and then after awhile when we wanted to wash out clothes and towels and things like that, there was not enough. The water bottles were full of drinking water, I guess, such as it was.

Q. State whether or not it was the custom of that

(Testimony of Lawrence S. Kerr.)

voyage for each passenger to wash his own towels.

[146] A. If you got clean you did.

Mr. FULLER.—I object to this because it is not raised by the pleadings.

The COURT.—No; I don't think this is alleged in the libel; you do not claim any damages for this item, so no need to *need not* encumber the record.

Q. How much water did you purchase and how often?

A. Oh, I don't know how often. Of course, people didn't come supplied to stay all summer on the boat and we didn't bring a great many clean clothes. Our stateroom and our corridor in the ship looked like a Chinese laundry most of the time, because people were there doing there washing most of the time, every day.

Q. And this water that you purchased, was it for the purpose of washing your towels and your underclothes?

A. And our shirts and underclothing, and things like that.

Q. Do you know whether or not it was usual on this boat, while on board the boat for the officers to sell any of the provisions aboard the boat?

A. Yes, sir, it was.

Q. And to whom were they sold, that is, aside from the passengers on the vessel, whether they sold to other boats?

Mr. FULLER.—We object to that as not within the issues.

(Testimony of Lawrence S. Kerr.)

Mr. SCOFIELD.—The purpose is to show, as alleged in the libel, that at all times while the passengers were put upon short rations the officers of the vessel sold to other boats from the commissary of this boat.

The COURT.—Objection overruled. [147]

A. Yes, they did; they sold stuff off the ship— I know they took stuff and sold it to other boats—

Q. Who did they sell it to?

A. To the British tramp “Transit.”

Q. What was the general nature of the stuff sold to the “Transit”?

A. Well, I know they got meat— I know they came along with big dories like they have on those boats—I don’t know how many—I only personally saw two, but they were back and forth loaded with crates of eggs and meats and hams and bacon, and crates of canned goods—such stuff as that.

Q. State whether or not you had eggs for table food during the time that you were upon short rations, that week or thereabout.

A. I don’t remember as to that; I don’t think we did.

Q. What cargo did you have in the nature of fresh vegetables on board the vessel “Ohio” on this voyage?

A. Well, I think that *was* our principal cargo was made up of perishables—the greater portion of it, anyway.

Q. Do you know whose consignments these were?

(Testimony of Lawrence S. Kerr.)

A. Well, the largest part was Rooney's and M. E. Atkinson's & Co.

Q. What became of their consignments, if you know?

A. Why, they threw most of them overboard.

Q. Do you know how that occurred?

A. Well, they had been out such a long time that most of the perishable stuff that was down in the hold was spoiled. When they took up the hatch why it was all ruined, and so they threw the stuff overboard. The greater portion of the tonnage was cabbage and cauliflower, rutabages, cucumbers—that was all spoiled, and also a lot of other perishables, such as fruits—strawberries and lemons and oranges and bananas—and the stench was so bad from that [148] stuff that the men could only stand it for a short time, and then they'd have to lay off—they picked it over for a time trying to save it, but the stench was something awful.

Q. How long were they throwing that overboard, if you know?

A. They worked on the different hatches with it doing that work, and I remember there were three different *morning* in the different places; how much they threw overboard I do not know.

Q. Were you present on deck one morning, or did you observe at one time when a plate was stove in or was injured on that voyage?

A. Well, not at the time I was not, but I heard them talking about it—I was not on deck right at the time of the accident, though.

(Testimony of Lawrence S. Kerr.)

Q. You were not? A. No.

Q. Do you know what caused it—or I will withdraw that question. What accident, if any, happened to the vessel on her voyage with reference to crushing in one of her plates?

Mr. FULLER.—That is objected to as irrelevant and immaterial. I don't think they can ask for damages for an accident to the vessel.

The COURT.—Objection overruled.

Q. Do you know of that accident?

A. Yes, I do.

Q. What was that accident?

A. Well, they were anchored one day and there was a piece of ice came along and punched in one of the plates.

Q. Where was it with reference to the water line of the vessel?

A. Well, I don't know only what it looked like—it looked to [149] me like it was right at the water line of the boat, because when the water would slosh up on the side of the boat whenever there was some motion, the water would come in—it would come in on the floor of the steerage.

Q. You say the ship was anchored at the time?

A. Yes.

Q. I will ask you if you examined this place where the plate was broken to see how big the break was?

A. Well, they didn't seem to mind it much.

Q. How big a hole was it, if you know?

A. Well, the plate was just like—well, just like you had hit it with something solid and then pushed

(Testimony of Lawrence S. Kerr.)

it in, you know. The plates were struck by the ice, you know—I guess just about like that (illustrating) and then it was bent over in some places like—oh, it was kind of ragged hole like—I don't know how big it was back into the water where you couldn't see it.

Q. What, if anything, did they do with reference to listing the vessel and battening it up?

A. Well, the only thing they done was shifting the cargo so that the ship set a little higher out of the water on that side, and then the engineer got plank and made his box and filled it inside with cement and patched it up all right.

Q. What was the condition of this plate at that point, if you know, with reference to being rusty and old and thin, if you made any examination of it after the accident and can testify with reference to the nature and size of the hole?

Mr. FULLER.—That is objected to unless the witness knows himself and shows himself qualified to testify to such matters. It is objected to as incompetent testimony.

The COURT.—He can testify to what he saw.

A. Well, of course I don't know anything about this iron or [150] steel that it was made of; I can't say that I know anything like that, but this place where the hole was looked just like an old rusty dishpan that was all rusted and dented up.

Q. What was the length of the hole, approximately?

A. Well, it was something like from six to nine

(Testimony of Lawrence S. Kerr.)

inches across, I guess; something like that.

Q. How wide was it? How big a piece was broken out?

A. Well, it was just a kind of a chunk, you know, running around in this direction (illustrating). The engineer took a plank and split it off and covered it over first until he had got this box of cement to repair it—anyway, it was more of a slit in the plate, where it looked like the iron had split off than it was a hole, kind of, you know.

Q. I will ask you if you know at what time it was that this ice cracked the plate while you were anchored—what the date was, if you recall.

A. Well, it was one Sunday afternoon—I don't know the date.

Q. I will ask you if you recall with reference to the fact whether it caused any particular shock or trembling to the ship when it came?

A. No, not much that I remember of.

Q. When did you first know that a cake of ice had struck the side of the vessel and punctured her, with reference to the time the accident occurred?

A. Well, I don't know whether I was down in the dining-room or up in my own room at the time. There was so much going on all the time that unless someone called special attention you would not pay any attention to it. The first thing I knew about it was the engineer came along.

Q. Did you have any conversation with him at the time about this accident?

(Testimony of Lawrence S. Kerr.)

A. Well, afterward, when he came along to my room. [151]

Q. Did you hear any conversation with regard to this injury to the vessel? A. Yes, sir.

Mr. FULLER.—We object to any testimony with reference to conversations, or as to what the conversation was, because it certainly is no part of the duty of any of the officers of the ship to hold conversations with the passengers, to bind the ship.

The COURT.—Objection overruled.

A. I had a conversation with the engineer about the injury to the vessel afterwards, after it was fixed up.

Q. What, if anything, did he say with regard to it?

A. He said that this hole—or he said that this split, if it had extended 20 feet further back, we would have gone down like rats; that if the water started to come in that she would open up and it would run through the ship and there was nothing could stop her, because she was all rusted through and her plates were so thin there was nothing to hold to even if they would repair her fast enough—I know it didn't look right to me.

Q. Did you ever have any conversation with Capt. Conradi on this voyage with reference to his failure to bring his ship in to Nome without coming in sight of the ice? A. No, I didn't personally; no.

Q. Did you after that ever hear any conversation with reference to any instructions he had from the owners of this vessel with reference to getting into the ice?

(Testimony of Lawrence S. Kerr.)

A. No, I didn't personally; just the general conversation aboard the ship that was going the rounds.

Q. What was your business in 1908, Lawrence?

A. Stenographer.

Q. I will ask you whether or not you had any permanent employment [152] upon your arrival in Nome that spring? A. Yes, sir.

Q. For what rate of wages, or contract?

Mr. FULLER.—That is objected to as irrelevant, and incompetent, because there are no special damages alleged with regard to wages, such as required for the production of this class of evidence.

The COURT.—Objection overruled.

A. Oh, at that time I used to make ten dollars a day, around about that, at that time.

Q. Did you speak any vessels at all from the "Ohio" while lying at anchor off St. Lawrence Island—any vessels pass that you spoke with?

A. Oh, yes, there were other boats right near that we spoke with—we used to have visiting parties back and forth about all day—the "Northwestern" and "Yucatan" especially.

Q. I will ask you if these same vessels, the "Northwestern" and "Yucatan" were also there in the ice when you were? A. Also the "Umatilla."

Q. State whether or not they left you at anchor off St. Lawrence Island and proceeded on their way to Nome?

A. Yes, sir; they were all in the same bunch.

Q. I will ask you where did you speak the "Umatilla."

(Testimony of Lawrence S. Kerr.)

A. I think that we spoke the “Umatilla” when we were near the Pass—I know it *as* before went back to St. Lawrence Island.

Q. Where did you speak the “Northwestern” first?

A. Well, we spoke the “Northwestern” as we were coming up from Seattle; we came up with her from Seattle, or she left about four days after we did, I think—I know she brought the papers to us four days after we left, so that would make it about the 12th of June, I think, that we spoke the “Northwestern.” [153]

Q. I will ask you if these are the same vessels set forth in Libellant’s Exhibit No. 1?

Mr. FULLER.—I object to the witness stating that they are the same vessels set forth there; he can’t speak from personal knowledge, because he was not in Nome at the time they arrived.

Q. Now, state whether or not you spoke any vessels while laying at anchor off St. Lawrence Island that were returning from Nome after having made the first voyage from the port of Seattle to Nome.

A. No.

Q. State whether or not the captain of the “Ohio” attempted to speak any of the return vessels.

A. Not to my knowledge.

Q. What, if anything, did he do in that regard when approaching signs of other vessels, should the smoke of other vessels appear on the horizon?

A. He would try to get away from them if he could.

Q. In what way?

(Testimony of Lawrence S. Kerr.)

A. Well, if he would see smoke coming in one direction, he would pull up anchor and go in some other direction.

Q. State whether or not the other passengers on the vessel, the other libelants in this case, were subjected to the same treatment that you were with reference to the food shortage and accorded the like conditions that you have testified to, in this case.

Mr. FULLER.—That is objected to as incompetent, irerelevant and immaterial testimony. I don't think this witness can testify with regard to the rest of the libelants, wholesale in this way.

The COURT.—He can testify as to whether he knows if [154] they were subjected to the same treatment.

Objection overruled.

A. Well, I presume we were all afforded the same treatment; yes, sir.

Q. Do you know from observation whether they were or not? A. Yes, sir; they were.

Q. Sir? A. They were.

Mr. FULLER.—I would like your Honor to strike out the answer of the witness as not responsive.

(Answer withdrawn.)

Q. Were they or were they not accorded the same treatment as you, from your observation, and did they receive like treatment, is the question.

A. Yes, sir.

Q. Now, state whether or not there was other and better food to be had aboard the vessel by purchasing it?

(Testimony of Lawrence S. Kerr.)

A. Oh, anytime I would go down and give the cook some money he would let me have a beefsteak or something that was fit to eat.

Q. What was the condition and character of the beefsteak you would purchase from the cook with reference to the kind and character of the meats that were served at table?

A. Well, the steak that you got from the cook was good; it was nice fresh steak, but you would have to buy a piece like that if you wanted it, and then, sometimes at night I would go down and buy pie, fresh pie, the baker was just baking, and things of that kind.

Q. State whether or not it *as* necessary for a person to secure the necessary food during the time you were put upon short rations to purchase food from the steward or other members of the crew of the vessel other than that served at table. [155]

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial, and calls for the conclusion of the witness as to what was necessary, and he can only testify so far as he himself is concerned.

The COURT.—The objection is overruled; he can testify as to what he saw.

Q. In other words, were you simply doing it because you wanted “extras,” or was it absolutely necessary for you to get a further supply?

A. Well, if a person wanted anything to eat we could buy it; we could not eat the stuff at table; I

(Testimony of Lawrence S. Kerr.)

know I couldn't, and so I had to buy food if I got anything to eat.

Q. Do you know whether or not the others did the same as you?

A. Yes, sir; I seen other people doing the same thing, anyway.

Mr. SCOTFIELD.—You may take the witness.

[156]

Cross-examined.

(By Mr. FULLER.)

Q. How much did you pay for the stuff you bought?

A. Well, I should say at least fifty dollars.

Q. Well, how much did you spend for food, if you know? A. Well, I could not say exactly.

Q. You don't know? A. No, sir.

Q. Might not have been more than twenty-five dollars?

A. Oh, yes; it was more than twenty-five dollars.

Q. Well, do you know that it was?

A. Yes, I do.

Q. How do you know it?

A. Well, I know how much money I had when I started, and how much I had when I came ashore; that is one way to figure it.

Q. What is the nearest you can get to the amount you spent? A. Well, I would say fifty dollars.

Q. That is just a guess, though, is it not?

A. Well, that is as near as I can figure it.

Q. You didn't keep any account of the amount?

A. Oh, no.

(Testimony of Lawrence S. Kerr.)

Q. And that is three years ago? A. Yes, sir.

Q. But you know that you did buy some stuff?

A. Oh, yes.

Q. And part of that fifty dollars was for water to wash your clothes with? A. Yes.

Q. You didn't expect the steamship company to do that, did you? That was no part of the agreement?

A. No, but they *they* kept us out there all summer; we would not have had to have the washing if they had come in to [157] Nome as they should—

Q. (Interrupting.) Answer the question. Laundry work is not included in their agreement of transportation, is it? A. No, sir, not generally.

Q. Well, part of this fifty dollars went to pay for water for your laundry work, did it not?

A. Yes, sir.

Q. You say you made ten dollars a day at that time in your work at Nome?

A. Yes, at least that much.

Q. What was your agreement with regard to work here in Nome?

A. Well, I didn't have any special agreement, but in those times I averaged at least three hundred dollars a month, and sometimes more.

Q. What do you mean by "those times"?

A. I mean at that time of the year, and also during two or three years ago, of course, things were much easier than they are now, and prices were better.

Q. You had no regular wages?

A. Well, of course, I was going to work for Mr.

(Testimony of Lawrence S. Kerr.)

Orton when I came in that spring, and while I had no regular agreement with him I presumed I was to have the same arrangement with him that I always had with Mr. Fink, and what we did afterwards have—

Q. Did you have any agreement with him at all before you came in?

A. I came in to work for him; that was understood.

Q. It just depended, then, on the amount of work he gave you what your wages amounted to?

A. No; the least he was to give me to work for him was a hundred and fifty dollars a month, and then I was to work for other people besides the amount of work that came into the office. [158]

Q. Well, it depended on the amount of work that came into *ot* the office—the custom that came into the office then aside from his work? That was the only salary arrangement you had?

A. Well, the hundred and fifty dollars, that was to be salary, I *w*uppose you would call it, and then what other work that I got from other people besides.

Q. Hundred fifty dollars a month from Orton?

A. Yes, sir, a hundred and fifty dollars' worth of work; he guaranteed me that amount of work in the office, and the other work I got aside from that, besides, and that sometimes was more than all he paid me.

Q. He, however, paid you by the piece?

A. Sure.

(Testimony of Lawrence S. Kerr.)

Q. And if the amount that came in was less than that amount, he made it up?

A. It never was less, though, so we never had any arrangements about that.

Q. Did he pay you just the same before you came in? A. No.

Q. When did your salary begin that summer?

A. Well, my salary didn't begin until I got here.

Q. You were doing some work, however, on the way up? A. No.

Q. You spoke of doing some work at Dutch Harbor?

A. Oh, no, the only work was one day I did some letters for Mr. Gray and made out some accounts for the auditor of the company; of course, I didn't charge them anything for that, just did it as an accommodation. Billy Erskine was auditor, and he used to be up here, and I knew him so I just helped him out a little; that was all that amounted to.

Q. Now, all this food that you purchased you purchased in the night and from the night watch, you said? [159]

A. Well, it was at night, but sometimes it was for breakfast. Bought it at night but we eat it in the morning for breakfast.

Q. If you wanted something extra for lunches at night then you bought something extra; is that it?

A. Well, if we wanted something to eat why we went and bought it.

Q. Well, do you mean to say that you did not get enough to eat at the regular meals?

(Testimony of Lawrence S. Kerr.)

A. Yes, sir.

Q. Did you ever make any complaint to the purser about it, or the steward? A. Yes, sir.

Q. When?

A. Well, everybody kicked, most of the time, as I remember it.

Q. That was the general kick there always is aboard a steamship?

A. No, sir; this was a great deal harder kick than usual.

Q. Well, did you ever go to the purser or the steward or the captain and tell them that you were not getting enough to eat?

A. No, I don't know as I ever personally went to them about it, but I *gues* I talked it over with the *stewrd* and with Tracey, the purser, a good many times.

Q. Do you know whether you did or not?

A. Yes, I know that I did.

Q. Talked with whom?

A. With Mr. Tracy, the purser.

Q. When did you talk it over with him?

A. All during the trip, as far as that goes.

Q. Well, but at what time during the trip?

A. Well, I don't know as I can give you the dates, but a number of times.

Q. That is as near as you can get to it, during the trip? [160] A. Yes, sir.

Q. Don't remember one particular time?

A. Well, we always talked these things over with Tracy when he came into our room at night, because

(Testimony of Lawrence S. Kerr.)

he had come to me and persuaded me to come up with him, and when we had this rotten meat hanging right outside our window he would come in there, and of course we couldn't help talking it over with him—he had as much kick as anyone, but he couldn't do anything, he said. One day he was in our room making a call, and the odor was particularly bad that day, so he got up and left; he couldn't stand it, he said—

Mr. FULLER.—I move to strike out the answer of the witness because it is not responsive to the question.

(No ruling.)

Q. You don't remember ever making any definite complaint to any of the officers of the ship? if you do, state just what it was.

A. Well, I certainly made complaint enough; I don't know what you would call definite complaints; Mr. Tracy always used to come to our room and talk things over by the hour and about the food and the way the old captain was acting, but he couldn't do anything for us—

Q. Who do you say he was?

A. Mr. Tracy, the chief purser, and also the chief engineer; he used to come to our room a good deal, too.

Q. You never went to the purser or the steward or the captain and made complaint, did you?

A. Well, they came into our room and we talked things over in there a good many times; I talked with the steward a good many times, too, whether

(Testimony of Lawrence S. Kerr.)

he came in our room or I went to him, I don't remember that part now. Of course, the captain kept to himself on the deck— [161]

Q. Did you ever talk with the steward himself?

A. I don't remember whether I did or not—

Q. I mean the chief steward—not your room steward or table steward, but did you ever complain to the chief steward himself that you were not getting enough to eat?

A. Oh, the chief—the man that we were talking to was the second steward; he was the man in charge of the dining-room generally.

Q. You never went to the chief steward?

A. No; I don't think I ever did.

Q. And you never made any definite complaint to the purser, did you? A. Oh, yes.

Q. Well, what did you say to him?

A. Well, I used to borrow money from him to pay for the grub, and he knew what I wanted it for.

Q. Well, that don't follow—did you tell him what you wanted it for?

A. Why, yes, of course, I did.

Q. Did you tell him that you were not getting enough to eat at the table?

A. Well, he was right there at the same table with us—

Q. Did you tell him?

A. Well, I don't suppose I told him in that many words; he simply knew what was going on the same as the rest of us did.

Q. You never suffered any bad effects from that

(Testimony of Lawrence S. Kerr.)

trip, did you, afterwards?

A. Well, I don't know what you call it; I was sick for quite awhile after I got off the boat, I know.

Q. Were you ever made sick personally from what you ate at the table? [162]

A. Yes, sir; I threw all my meals overboard more days than once—

Q. You knew what caused that, do you?

A. This bad meat, I presume, or some of those same things that was so rotten.

Q. Did you consult a physician aboard?

A. Yes, sir, I did.

Q. He was the ship's physician?

A. I don't know what he was; he was some man from Seattle.

Q. You don't know his name?

A. No, I don't know his name.

Q. But you consulted him, did you?

A. I did; yes, sir. I was not positive about the rest of them, whether they were sick from the same cause or not, but there was a good many others—a whole bunch of the passengers that were sick one day,—sick at the same time—Col. Weatherly and a lot of them, and I went to this doctor to get some medicine for them, too, or tried to, but I never got anything for any of us—he let them just lay there—that was the best we got—

Q. Well, that was just the ordinary seasickness, was it not?

A. Well, we were anchored out there at the time—so I don't think so.

(Testimony of Lawrence S. Kerr.)

Q. How long did you say you were near St. Lawrence Island?

A. Well, between two and three weeks.

Q. You don't remember which it was, though?

A. It was nearer three weeks than two.

Q. As I understand you, there was no ice in sight any of that time? A. No, sir.

Q. What were these other boats doing there then?

A. These other boats were all gone on by that time.

Q. You said there were visiting parties—that was what you testified, was it not, that there were visiting parties [163] around to the different boats there at St. Lawrence Island while you were anchored there?

A. Oh, no; there was not after they left us off Cape Romansoff—that was when they were laying off the cape there in the ice—

Q. You said there were visiting parties while you were anchored off St. Lawrence Island?

A. No, I said we spoke them about the 12th or 15th *or 15th* of June, if I remember right, when we were all near the cape—I should think that was about the 12th of June. I know the Northwestern brought us the Seattle papers of the 4th of June—she left the 4th of June, four days after we did, and she caught up with us I think it was the 12th of June.

Q. After you got over around St. Lawrence Island you didn't see any vessels then?

A. Well, I can't say that; I think that we did,

(Testimony of Lawrence S. Kerr.)

but of course, you know, they were all on their regular run and of course up to this time we were off our regular run, over in the lee of the Island, and up until the people here at Nome were sending out for us, these other boats didn't come close enough for us to speak to them, until the revenue cutters and perhaps the "Corwin," came within sight. I don't know if it was the "Corwin," only some said it was.

Q. Your opinion is that there was no reason why you could not come in to Nome at any time?

A. I don't see any reason why we couldn't.

Q. You don't know anything about the ice conditions? A. Yes, I know them as I saw them—

Q. You could not see them from where you were, I mean ahead of you, towards Bering Sea and Nome?

A. No, and he couldn't see, either; he knew just as much about them as I did; he could have brought us to Nome right after we were here at Sledge Island if he had wanted to, [164] because all the other ships went right in, and there was an open channel right up from there, to Nome.

Q. Are you sure of that?

A. I am sure that I could see Nome with the glasses from the upper deck, and people were all packing up ready to go ashore, and first thing we knew Conradi was steaming south again—

Q. Are you willing to testify that you could see Nome at the time you were off Sledge Island?

A. Yes, sir, I know I could see Nome—the capes all along the coast stood out plain, and we could see

(Testimony of Lawrence S. Kerr.)

the smoke hanging over Nome, very plain.

Q. And there was no ice in between you and Nome at the time?

A. We were in open water all on this side.

Q. And you say there was no ice between you and Nome to interfere with your coming right to Nome?

A. You could see the same channel that the other boats had travelled—you could see over to the shore. Of course there may have been back of Sledge Island, but there was open water this side of the Island.

Q. You wish to be understood as saying that the libelants were brought within sight of Nome and that the captain turned back from there and went, south again?

A. Yes, sir; because all the time he was saying the reason that he didn't bring us in to Nome that there had been an earthquake, and he was afraid to bring his ship in because the water was boiling—

Q. (Interrupting.) That was the reason he gave for not coming in to Nome while you were off Sledge Island?

A. Yes, sir, and among other things he said that the ice was piled up on the beach and that he wanted to go back to Dutch Harbor; and then when we got back he couldn't find [165] Dutch Harbor—said the shore line was all changed—

Q. Never mind; answer my question—just leave Dutch Harbor out of it for the time. You are positive that there was no ice at the time you were off Sledge Island between you and Nome?

(Testimony of Lawrence S. Kerr.)

A. Yes, sir; I am positive.

Q. That was what time?

A. That was the 17th of June if I remember right.

AT THIS TIME further proceedings were adjourned until 2 P. M., same day:

AND THEREAFTER, and at the hour of two P. M., on Friday, August 4th, 1911, the further proceedings were resumed, as follows:

Q. Where did you say you encountered the ice?

A. Off Nunivak Island.

Q. What date was that?

A. Well, I presume that was about the 8th of June.

Q. What kind of ice was it?

A. Well, it was just this shale ice; didn't amount to much; the "Hyades" came right on through; she was just ahead of us.

Q. She came right on through the ice, you say?

A. Yes, sir.

Q. Came on through, right on to Nome?

A. Yes, sir.

Q. How do you know she came straight to Nome?

A. Well, I know that she came on in here to Nome and was in here two or three weeks before we got in—

Q. The "Hyades"?

A. I don't mean the "Hyades"—I meant the "Yucatan"—and if we had followed her in we could have come in the same as she did.

Q. How long were you in the ice at that time?

A. Well, we was in the ice, off and on, from about

(Testimony of Lawrence S. Kerr.)

the 7th or [166] 8th of June up to the 17th of June. I don't mean that we were in the ice all the time, of course,—but we were sailing along the edge of the ice, looking for some place to get through, we supposed, with the other boats; we skirted around the ice off Nunivak Island for a week or so, and off Romansoff, prior to the time we got into this lead and came on to Sledge Island. The “Hyades” came along with us—

Q. You were with the “Hyades” at this time?

A. Yes, sir, the “Hyades” came right alongside and we spoke to her—we spoke to her half a dozen times, I guess, one evening.

Q. How long was the “Hyades” in sight?

A. Well, she was in sight, I guess, as near as I remember, all one afternoon and evening—she came on up to St. Michaels—and she passed us close enough so we could talk back and forth between the boats.

Q. How long was she in sight at that time?

A. Well, she was in sight all afternoon, but the next morning she was not in sight; the next morning she was gone.

Q. You didn't see anything more of her after that?

A. No; the only thing we could see was these leads where she had passed us by, the next morning—she left us in the night some time.

Q. When was it this cake of ice hit the “Ohio”?

A. What time was it, you mean?

Q. Yes, when was it she was injured?

A. I don't know the date; the only thing I know

(Testimony of Lawrence S. Kerr.)

it was on Sunday afternoon—I know that, and it was along towards the last of June or the first of July—about that time, sometime.

Q. That was while you were laying over at Dutch Harbor?

A. No, not there—while we were lying out here off—it was previous to our going back to Dutch Harbor, if I [167] recollect right—it was just previous to our going back to Dutch Harbor.

Q. Did you examine the boat at the time you were hit? A. I went down and looked at it; yes.

Q. How could you see it?

A. Well, it was above the water-line and on the floor of the steerage.

Q. Did you examine it outside or inside?

A. Inside—I went down to the steerage where the hole was in the floor of the steerage, and after they had the boat lifted up on one side, you could see the hole very easy.

Q. You didn't see it from the inside—you don't mean you could see where you were hit, from the inside? A. Yes—

Q. You didn't see it from the outside at all?

A. No, sir, I didn't see it from the outside—the only way you could have seen it from the outside was to have taken a rowboat.

Q. It looked to you about as thick as a dishpan, I believe you said—that was what you said—

A. No, I said—Mr. Scofield asked me to describe the plates; I said it looked like an old dishpan—I don't think he asked me how thick it was; I said it

(Testimony of Lawrence S. Kerr.)

looked like an old rusty dishpan—you couldn't see how thick it was, you know—it ran back into the water—on the water side, and the floor of the steerage, of course, covered it on the inside—

Q. You didn't mean to imply that the plates of the ship were no thicker than a dishpan? .

A. Oh, no; I don't know how thick it was.

Q. You didn't notice its thickness? A. No, sir.

Q. You didn't notice anything more than that the side was caved in—knocked in? [168]

A. No, I saw that it was rusty and old—you could see that from the side—

Q. How close to it were you?

A. How close to the place where the hole was?

Q. Yes.

A. Oh, as close as maybe to the railing there—(indicating).

Q. How big a hole was it?

A. Well, it was kind of jagged, you know, like it had been hit and splintered off, you know—

Q. How thick was the plate where it was broken?

A. I couldn't tell you how thick—not very thick, though—just the ordinary plate, I should say.

Q. Where did you first encounter any ice coming back to Dutch Harbor?

A. Why, we bucked the ice in coming back into Dutch Harbor.

Q. In going towards Dutch Harbor, you mean?

A. Yes; we went through ice going back to Dutch Harbor again.

Q. In coming this way, you mean?

(Testimony of Lawrence S. Kerr.)

A. No; we never did encounter any ice coming this way, until right here when they met us and made us come in.

Q. How far was that from Nome?

A. Well, I don't know just how far it was from Nome, because we were away off our course. All I know about how far it was, we were anchored a hundred and eighty-six miles from Nome when the revenue cutters got to us and brought us in.

Q. Which revenue cutter did you see first, at that time?

A. Which time—at the time they caught us with us and brought us in to Nome?

Q. Yes, say the last time prior to July 10th—you came in to Nome on the morning of July 10th—now, which of the revenue cutters did you see first at that time?

A. The 11th, we got in—well, it was the “Thetis” staid with us before we went back to Dutch Harbor—
[169]

Q. I mean at the time you say the revenue cutters caught up with you and brought you into Nome?

A. The “McCullough”—they were there practically at the same time—because at the time the fog lifted they were both there—when the fog lifted, you know, so I don't know which one of them reached there first—we could hear their fog signals—

Q. (Interrupting.) Where was Capt. Conradi—

A. Oh, he was up in his room or up on the bridge—I don't know which; he was up there some place.

Q. The captain of the “Thetis” came up and

(Testimony of Lawrence S. Kerr.)

talked with him? A. Yes.

Q. That is the conversation you spoke about, at that time— A. I didn't understand, Judge—

Q. That is the conversation you detailed to Mr. Schofield with the captain of the "Thetis" and Capt. Conradi at that time?

A. Yes, sir, the captain of the "Thetis" came aboard the "Ohio."

Q. Conradi was aboard the "Ohio" and met him at that time?

A. Yes, sir—at that time, when they had the first conversation, really, I don't know whether it was the captain of the "Thetis" or the captain of the "McCulloch"—the two *captain* were both together when they were talking with Conradi on the "Ohio," when they came on after the fog lifted in the morning and we were so close together.

Q. They both came on board the "Ohio" and talked to Conradi, did they?

A. No, not on board the "Ohio"—but they ordered Conradi to come aboard the "Thetis."

Q. They orderd Conradi to go aboard the "Thetis"? A. Yes, sir.

Q. You heard them? A. Yes, sir, I did.

Q. You didn't go over with the captain of the "Thetis" and [170] "McCulloch," of course, when you heard these remarks you told about, when they asked Conradi where he had been so long?

A. I didn't have to go over—they were alongside—it—

Q. (Interrupting.) Just answer the question—

(Testimony of Lawrence S. Kerr.)

A. I didn't go over on the "Thetis," if that is your question—

Q. Well, that is all—you have answered the question—

A. No, but the captain of the "Thetis" came up alongside—

Q. (Interrupting.) Never mind—there is no question—

A. —and I heard the remarks between the captains of the "Thetis" and "McCulloch" and Conradi from our deck—when they made those certain remarks—

Mr. FULLER.—I'd like the Court to instruct the witness not to answer when there's no question—this is cross-examination and I've a right to have my questions answered without any speeches—

The COURT.—Yes—

Q. Well, Conradi went over to the "McColluch," did he? A. To the "Thetis."

Q. He didn't go over to the "McCulloch" at all, then? A. Not that I know of.

Q. Well, do you know whether he did not?

A. No, I don't know that he did.

Q. You were watching him all the time, were you not?

A. Sure; I wanted to know what was going on.

Q. And your recollection is that he didn't go on to the "McCulloch"? A. Yes, sir.

Q. But he did go to the "Thetis"? A. Yes, sir.

Q. Your recollection on that point is as clear as the rest of your testimony, is it? A. Yes, sir.

(Testimony of Lawrence S. Kerr.)

Q. And you are positive of it? [171]

A. Yes, sir.

Q. It had been foggy at that time? A. Yes, sir.

Q. How long did the fog last?

A. I guess the boat had been there for about two days—perhaps longer—two and a half or three days.

Q. You heard the “Thetis” and “McCulloch” near you at this time off in the fog?

A. Yes, sir—well, no, not during all of the time—we didn’t hear them so much until the last night and the last day.

Q. That was on the morning of the 10th when this conversation occurred between the captains?

A. Yes, sir.

Q. And you had heard these boats for two or three days prior to that time?

A. No, about *q* day and a half or two days; about two days before that we had heard them.

Q. And they were right close up to you all this time?

A. Yes—sometimes would be closer and then sometimes they wouldn’t be so close—you could hear them farther away, it would seem like—might not have been any farther, but the way it sounded it seemed they were farther off.

Q. How did you know what vessels they were?

A. How did we know—

Q. How did you know what vessels they were before you could see them—

A. We knew one of them was the “Thetis”—

Q. How did you know it was the “Thetis”—

(Testimony of Lawrence S. Kerr.)

A. Because we knew the whistle of the “Thetis”—

Q. Did you know the whistle of the “McCulloch” also?

A. Well, I didn’t know her—I didn’t know her whistle myself, but I knew the whistle of the “Thetis” well, and we knew there were two boats, because there were two different whistles— [172] two of them were sounding their signals all the time.

Q. How long prior to that had you heard the whistle of the “Thetis”—

A. Well, I knew her whistle before—

Q. You had heard it before that, had you?

A. Well, I remember very distinctly that night right before dinner I heard her first at that time, and I heard her all night from that on.

Q. I thought you heard them for two or three days?

A. No, not those two boats, at that particular time—there were boats that we heard their whistles in the distance, but we were off our course—and we heard them for two or three days on and off, but not those two.

Q. It was really, then, only one night that you heard the “Thetis”?

A. Yes, at that particular time—that was the second time she had been up with us, though.

Q. Well, I mean when you were going back to Dutch Harbor, about that time? A. Yes, sir.

Q. Right at that time— A. Yes.

Q. At that time you were anchored in a heavy fog?

A. Yes—oh, no—not all the time we were an-

(Testimony of Lawrence S. Kerr.)

chored—we came up there in clear weather; we anchored first, before the fog settled down over us—

Q. But you came within sight of the ice?

A. No, there was no ice at all hardly—

Q. Were you out on deck to see whether there was ice in sight or not?

A. Yes, I went up on the top deck.

Q. Do you mean on the bridge deck?

A. No, on the main after-deck, upstairs. [173]

Q. You mean up the bridge deck, do you?

A. No—

Q. Not on the bridge?

A. Well, of course, there is a walk up there across—that is the promenade deck, you know, and right on the end there is the bridge—then there is the upper deck, on top, where my room was, and there was another promenade up there—there was no house on the top deck—it led away to the stairs—

Q. Yes, and the bridge was above there?

A. Yes, sir.

Q. Then you were on the bridge? A. No.

Q. You were not on the bridge? Was there a crow's-nest on the bridge? A. No—

Q. Not in the crows'-nest at all? A. No.

Q. And you made careful observations to see that there was no ice at the time you were anchored?

A. Well, I looked around and didn't see any—

Q. And you didn't know why you were anchored?

A. No, sir.

Q. There was no reason for it that you could see?

A. Not that I could see, no.

(Testimony of Lawrence S. Kerr.)

Q. And your boat didn't sound any signals during the night in the fog? A. Not any that I heard.

Q. Were you listening?

A. Yes, sir, I was, and I was not the only one that was listening—there were a good many that *staid* up all night, too.

Q. You thought she was required to whistle during the time she was at anchor? [174]

A. Well, almost everybody else thought so, too—

Q. Just answer my question. A. Yes, sir.

Q. Then the ground of your complaint is that she didn't sound her whistle while at anchor in the fog?

A. Yes, sir.

Mr. FULLER.—That is all. [175]

Redirect Examination.

Q. Mr. Kerr, counsel for claimant cut you off when you were explaining that Capt. Conradi could not find Dutch Harbor on his way back—what did you mean by that?

Mr. FULLER.—That is objected to as irrelevant and immaterial; they are not claiming any damages on account of anything of that kind.

Q. What conversation did you have with Capt. Conradi or did he have with any other persons in your presence at the time you refer to, about Dutch Harbor and making that port?

Mr. FULLER.—That is objected to on the same grounds.

The COURT.—Objection overruled.

Q. Well, about five o'clock in the morning he came downstairs and was out on deck. We were anchored

(Testimony of Lawrence S. Kerr.)

at the time—we just anchored—he didn't say much then, but after while when everybody got up and was out to know what was going on, he came up to the steward's room, where I was, and there were a good many on deck, and so then he started in again with this earthquake talk—said there had been an earthquake at Dutch Harbor—that there was either an earthquake or a fire at Dutch Harbor because the buildings were all gone. He asked if anyone there ever had been at Dutch Harbor, and three or four of us said we had been there before, and then we commenced to look around, and we said that was not Dutch Harbor—well, he called on somebody and finally decided that that was not Dutch Harbor, and after that we were five hours going into Dutch Harbor, from that time, *wher* he had anchored.

Q. Do you know where you were at that time, at this place where he supposed he was at Dutch Harbor?

A. It is a place called False Harbor, or Captain's Harbor or Captain's Pass, I don't know which.
[176]

Q. And which way is it from Dutch Harbor?

A. It is further down the peninsula.

Q. Now, counsel asked you with reference to whether or not you made any protests to the captain or purser or steward with reference to the character of the food and the way it was served. I will ask you to state whether to your knowledge other persons made protests? A. Yes, sir.

Q. How was that done—in what form was it

(Testimony of Lawrence S. Kerr.)

made? A. We all signed a petition one day.

Mr. FULLER.—We object to any testimony with reference to a petition; it seems it was in writing, and if in writing the writing itself is the best evidence.

Q. Have you that petition? A. No, sir.

Q. What became of it?

A. The captain tore it up.

Q. Proceed, now, and state the nature of that petition.

A. It was in the dining-room, at dinner-time; Mr. Lamb went around with a petition about the grub, and several other things, and was giving it to the captain when he came down into the dining-room, right on the first landing—that would be about two or three steps down from the social hall. He handed it to the captain and he looked at it and tore it up and threw it on the floor. Somebody took it and pasted it up on the blackboard, right on the wall close to where the captain used to pass, and where they always pasted the reckoning of the ship, and so forth, you know.

Q. What was that petition—the nature and general character of it?

A. Well, it complained about the character of the grub and complained about his not taking us to Nome, and also charging him with not carrying out his duty, and his threatening to [177] take us back to Seattle.

Q. What threat, if any, did he make about going back to Seattle?

(Testimony of Lawrence S. Kerr.)

A. Well, one day he was trying to take soundings, when we were coming back to Dutch Harbor, and he couldn't find out where we were going, and he said that he was not going to wreck the boat, and that if he didn't make Dutch Harbor he would take the boat back to Seattle.

Q. Do you know whether or not there had been any efforts made to start—or preparation made for taking the boat back to Seattle. A. Yes, sir.

Q. When was that, if you know?

A. The day before the revenue cutter caught us. He had been warned so much about his duty in not trying to reach Nome, and letting the other boats all go ahead of us, and not bringing us into port, so he said that if conditions didn't change in the morning he intended to start to Seattle.

Q. You heard him say that, did you?

A. Yes, sir.

Q. How long was that prior to the time that the revenue cutter found you?

A. He was going to start the same day the revenue cutter found us.

Q. What conditions did he have reference to "that conditions must change"?

Mr. FULLER.—That is objected to unless he heard the captain say what conditions he alluded to.

A. He didn't say before me; I don't know what the conditions were that he wanted changed—

Q. State whether or not you were in sight of ice any way.

Mr. FULLER.—That is objected to as not proper

(Testimony of Lawrence S. Kerr.)

redirect examination, and as having been gone over before.

The COURT.—Objection overruled. [178]

A. I don't remember as to what now.

Q. I mean at that particular time when you were about to turn back?

Mr. FULLER.—I make the same objection that this is not proper redirect.

The COURT.—Objection sustained; I think you have covered all that *gound* before.

Mr. SCHOFIELD.—You may cross-examine. [179]

Cross-redirect Examination.

(By Mr. FULLER.)

Q. Just state in full the contents of that petition you signed. A. The one the captain tore up?

Q. The one that you have mentioned that you signed.

A. Well, it was a general petition against the grub.

Q. What did it say about the grub?

A. Asking for more grub and for better grub; I think also it said something about having the linen changed—cleaned up or something like that; it was quite a lengthy affair.

Q. How long was it?

A. It was a whole sheet of letter-sized paper, and I remember it was pretty nearly fully covered up with handwriting.

Q. Did you read it all through?

A. Oh, yes; I read it through; I wanted to see what it was.

(Testimony of Lawrence S. Kerr.)

Q. You signed it yourself, did you? A. I did.

Q. When was it that you signed it?

A. This petition was signed sometime after we left Dutch Harbor—in fact, there was another petition while we were at St. Lawrence Island—and then this other one.

Q. This petition was presented, was it?

A. Yes, this particular one was. But there were other *petition* before that; I don't know whether they were presented or not; I didn't see them presented; I don't know what became of them, but this one, this particular one, is the one I know of that the captain tore up and threw on the floor.

Q. Had you had foggy weather before you got to Dutch Harbor?

A. No, sir, not at all; it was clear up to that time—of course, there would be little fogs come up like there always are at sea, but nothing more than just little clouds. The weather was pretty warm—fine warm weather up to that time— [180]

Q. I know it was warm at that time of year, but was it clear? A. Oh, yes.

Q. And you hadn't had any fog any of the way down? A. You mean down to Dutch Harbor?

Q. Any of the time after you left St. Lawrence Island until you got to Dutch Harbor?

A. I don't remember of having any—I don't remember.

Q. You don't know whether there was or was not?

A. I don't remember. No.

Mr. FULLER.—That is all.

(Testimony of R. W. J. Reed.)

Mr. SCHOFIELD.—That is all.

(Witness excused.) [181]

[**Testimony of R. W. J. Reed, for Claimant.**]

R. W. J. REED, recalled for cross-examination by claimant, testified as follows:

(By Mr. FULLER.)

Q. Mr. Reed, you have those protests I asked you for this morning, have you?

A. Yes; these are the protests that were filed for the year 1908.

Mr. FULLER.—I wish to offer in evidence these different protests that were filed by the different vessels on the first trip to Nome in June, 1908.

The COURT.—They may be received in evidence.

IT IS STIPULATED between proctors for the respective parties that the original documents may be substituted by copies, and the originals withdrawn.

(By Mr. *SOCIELF*.)

Q. During the time that the “Ohio” was on her first voyage from the port of Seattle to the port of Nome in June, 1908, I will ask you to state whether or not there were any arrangements made through your office with reference to the issuance of a permit or instructions for having the revenue cutter take off the passengers and mail from the “Ohio” and put aboard the revenue cutter, from the port of Seattle to the port of Nome?

Mr. FULLER.—That is objected to as irrelevant and immaterial.

The COURT.—I think you had better first show who made these arrangements.

(Testimony of R. W. J. Reed.)

Q. State whether or not there were any departmental orders from the Government given to that effect, or instructions came to your office in that regard?

Mr. FULLER.—I make the same objections that it is incompetent, irrelevant and immaterial testimony.

The COURT.—Objection overruled. [182]

A. I don't recollect the date the "Thetis" came into port—

Mr. FULLER.—I desire to say further that the records are the best evidence themselves, and to object to this testimony on that ground, also.

The COURT.—Same ruling.

A. Well, providing the "Thetis" came in—of course, they would be to the cutters, and I could not give dates.

Q. You don't enter Government vessels?

A. Yes, sir.

Q. Well, was there any record of any authority or orders to the revenue cutters?

A. Well, not that I know of. I know she came in, and, of course, I inquired with regard to the "Ohio"; the captain said she was out there; said she was perfectly safe; Mr. MacManus, as I recollect, sent a wire to his department asking permission to take the mail off, so he got permission for the Government revenue cutter "Thetis" to go out and get the mail. We had no instructions from the department in regard to taking off the passengers, but he said they would take the passengers off. Of course, we asked him to do that through the office.

(Testimony of R. W. J. Reed.)

Mr. FULLER.—I move to strike out the answer of the witness because it is not responsive. ‘I didn’t make an objection before, because I didn’t know what he was going to answer—and I desire to have it stricken out so that I *make* make my objection on the same grounds that it is incompetent, irrelevant and immaterial testimony.

The COURT.—Objection overruled; motion denied.

Q. Your wife was aboard the “Ohio” that year, was she not? A. Yes, sir. [183]

Q. Do you know whether or not any permissions were given or issued through your office for taking off the passengers onto the Government vessel?

A. I don’t think so. As I recollect it, Mr. Garfield at that time was in charge and he of course talked with Captain Henderson and asked Capt. Henderson to take them off, but he didn’t wire the department in regard to it. Mr. McManus did get his instruction and permission was given him to take off the mail, but he was not to take the passengers off.

Q. Do you know whether or not he did get permissions to take the mail off?

A. Yes, sir; I think he did all right; I think that Mr. McManus has a record of it.

Mr. SCHOFIELD.—That is all.

(By Mr. FULLER.)

Q. He had that permission before he started out with the “Thetis,” did he not?

A. I don’t know whether he had permission before he started or not, but as I recollect permission came

(Testimony of R. W. J. Reed.)

to take the mail off, and I know McManus would have it of record.

Q. That didn't come through you?

A. No, not that I know of.

Q. You don't know anything about it except what McManus said?

A. That is all I know about it, yes.

Q. When did you say Capt. Henderson started out with the "Thetis"?

A. Well, I am not positive of the date; it seems to me it must have been about the 9th or 10th.

Q. Soon as he got in here?

A. No, he laid here—I think he was here a day.

Q. He said the "Ohio" was out there all right?

A. He said everybody was all right aboard of her all right; he said he had been trying to get the old man to come in, but he wouldn't do it. [184]

Q. How long did he say he had left her before he came in?

A. Well, I could not recollect; he came directly in from where he had been along with her, he said.

Q. Mrs. Reed never presented any claim against the company, or never filed any suit?

A. No, but that would be no reason why others should not.

Q. I didn't ask you that—you needn't argue the case for the libelants, I don't think. She never filed any suit?

A. No, and the boy also was aboard, and he didn't.

Mr. FULLER.—That is all.

Mr. SCHOFIELD.—That is all.

(Witness excused.) [185]

Claimant's Exhibit "A."

(COPY)

F—44:3. 26:1907. 2000

INSTRUCTIONS:—Whenever a Commander has cause to believe that by reason of heavy weather or other casualty, his ship or the cargo on board of his ship is damaged, or in case of collision with other vessel or vessels, he must within 24 hours after *after* arrival at first port NOTE PROTEST before a Notary Public, said Protest, or in case of retention of said protest by the Notary, a copy of same must be attached to the Commander's Report; a full report must be inserted on same, and turned into the Superintendent's Office. Give the exact hour and date of accident. This must not be neglected.

Pacific Coast

Steamship Co.

PACIFIC COAST STEAMSHIP CO.

Form for Noting Protest.

City of Nome, Dist. of Alaska. U. S. A.

On this 22 day of June, 1908, before me, A. J. Beecher, a Notary Public duly commissioned and sworn, personally came C. J. Hannah, Master of the Steamship "Umatilla" of the burthen of 3069 tons or thereabouts, laden with general cargo, and saith that he sailed from Seattle, Wash., on the 4 day of June, 1908, bound to Nome, Alaska, and on the 11th day of June, 1908, at about 6 P. M. encountered Heavy Ice in Bering Sea and continued in same until about 5:45 P. M. June 21st. During above period vessel struck wheel against the ice several times. Also, the vessel

hull came more or less in contact with heavy ice, and arrived at this Port of Nome the 21 day of June, 1908, but fearing damage, enters his protest in due form of law.

(Signed) C. H. HANNAH,
Master.

Before me

[Seal]

A. J. BEECHER,
Notary Public.

[Endorsed]: Filed for Record June 22, 1908. A. J. Beecher, Notary Public for Dist. of Alaska. St. "Umatilla." Filed June 22, 1908. C. D. Garfield, Deputy Customs.

Filed in Open Court, Aug. 4, 1911. Claimant's Ex. "A." Cause No. 110 and 112-Ad. Aug. 4, 1911. John Sunback, Clerk. [186]

Claimant's Exhibit "B."

(COPY)

F—44—3: 9.26.1907.—2000.

INSTRUCTIONS:—Whenever a commander has cause to believe that by reason of heavy wether or other casualty, his ship or the cargo on board of his ship is damaged, or in case of colision with other vessel or vessels, he must within 24 hours after arrival at first port NOTE PROTEST before a Notary Public, said protest, or in case of retention of said protest by the Notary, a copy of the same must be attached to the Commander's Report, a full report must be inserted on same and turned into Superintendent's Office? Give the exact hour and date of accident. This must not be neglected.

Pacific Coast
Steamship Co.

PACIFIC COAST STEAMSHIP CO.

Form for Noting Protest.

City of Nome, Dist. of Alaska,
United States of America,
District of Alaska,—ss.

On this 16th day of June, 1908, before me A. J. Beecher, a Notary Public duly commissioned and sworn, personally came Thomas Reilly, Master of the Steamship "Senator" of New York, of the burthen of 1825 tons or thereabouts, laden with general cargo, and saith that he sailed from Seattle, Wash., on the 1st day of June, 1908, bound to Nome, Alaska, and on the 15th day of June at 5:30 A. M., while running through heavy ice the rudder became "jammed" and connection on Rudder Post was broken. Also on the same day and date broke some part of Propeller Blade, also damaged Stem. Ship passed over sunken ice, possibly denting Bottom, and arrived at this port of Nome on the 16th day of June, 1908, but fearing damage, enters his protest in due form of law.

(Signed) THOS. REILLY,
Master.

Before me

[Seal]

A. J. BEECHER,
Notary Public for District of Alaska.

[Endorsed]: Filed in Open Court Aug. 4, 1911.
Case No. 110 and 112. Claimant's Ex. "B." John
Sunback, Clerk. T. M. Reed, Deputy.

Filed for Record June 16, 1908. A. J. Beecher,
Notary Public for Dist. of Alaska. Note of Protest

in re SrS. "Senator." Filed June 17, 1908. C. D. Garfield, Deputy Collector. [187]

Claimant's Exhibit "C."

(COPY)

Filed in Open Court, Aug. 4, 1911. Cases Nos. 110 and 112. Adm. Claimant's Exhibit "A." John Sunback, Clerk. T. M. Reed, Deputy.

NOTE OF PROTEST.

United States of America,
District of Alaska,
Subport of Nome,—ss.

On this 5th day of July, A. D. 1908, before me, Inez Huntoon, Notary Public in and for the District of Alaska, residing at Nome, in ssaid District, duly commissioned and sworn, personally came T. Williams, Master of the British St. S. "Beechley," of Belfast, of the burthen of 2466 net tons or thereabouts, laden with coal and lumber and saith that he sailed *form* the port of Nanaimo, B. C., upon June 12, A. D. 1908, bound for the port of Nome, Alaska, and that upon or about the 25th of June, 1908, I encountered the heavy ice in Bering Sea, about 125 miles north of Nunivak Id., and steamed slowly northward through open leads and open water to a position 50 miles west of Nome, encountering in the meantime heavy fogs; on or about the 28th of June, A. D. 1908, being unable to reach Nome I steamed south towards St. Lawrence, Id., thence I set a course to reach a position 8 miles east of Sledge Id., but after running out of the course found that I was 10 miles west of said island on July 1st in a very heavy fog and at 3:30 P. M. of the 1st of

July I grounded in 22 feet of water at a point where the chart showed 7 fathoms, causing much damage to the vessel and cargo, wherefore the said master enters his protest in due form of law, with the privilege of extending the same.

(Signed) T. WILLIAMS,

Master of the British St. S. "Beechley."

Entered before me

INEZ HUNTOON,

Notary Public in and for the District of Alaska, Residing at Nome.

[Endorsed]: Note of Protest in re British Str. "Beechley." Filed July 5th, 1908. C. D. Garfield, Deputy Collector. [188]

Claimant's Exhibit "D."

(COPY)

United States of America,
District of Alaska,
Nome Precinct,—ss.

On this 19th day of June, 1908, before me A. J. Beecher, a Notary Public, duly commissioned and sworn, personally came John Truebridge, Master of the Steamship "Northwestern," of Port Townsend, Wash., of the burthen of 3496 tons or thereabouts, laden with General Cargo, and saith that he sailed from Seattle, Washington, on the 4th day of June, 1908, at 2:27 o'clock P. M. bound to Nome, Alaska.

That on the 11th day of June, 1908, about 22 miles west of Nunivak Island, latitude 60 deg. 5 M.M. longitude 168 W. encountered heavy ice in Bering Sea, and continued in the same until about 30 miles

from Nome, on June 17th, 1908. During the above period ice crushed, dished and dented the plates of the said vessel, and arrived at this Port of Nome 5 P. M. on the 18th day of June, 1908, but fearing damage, enters his protest in due form of law.

(Signed) JOHN TRUEBRIDGE,
Master.

Before me,

A. J. BEECHER,
Notary Public in and for the District of Alaska, Residing at Nome.

My commission expires July 11, 1911.

[Endorsed]: Note of Protest in re Str. "Northwestern." Filed June 24, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Aug. 4, 1911. Cases Nos. 110 and 112—Adm. Claimant's Ex. "D." John Sunback, Clerk. T. M. Reed, Deputy. [189]

Claimant's Exhibit "E."

(COPY)

United States of America,
District of Alaska,
Second Division,—ss.

On this sixteenth day of June, A. D. 1908, before me, the undersigned, a Notary Public in and for the District of Alaska, residing at Nome, personally appeared W. P. S. Porter, Master of the Steamship "Victoria," belonging to the Port of Port Townsend, Washington, who saied from the port of Seattle, Washington, on the first day of June, A. D. 1908,

with said vessel, with a cargo of General Merchandise, bound for the Port of Nome, Alaska, on the 15th day of June, A. D. 1908, and having been in heavy pack ice from six o'clock A. M. on the eighth day of June, A. D. 1908, until arriving at said port of Nome, Alaska, about seven o'clock P. M. on the fifteenth day of June, A. D. 1908, and having sustained damage and fearing further damage, notes his protest, to be extended if need be.

(Signed) W. P. S. PORTER.

Subscribed and sworn to before me this 16th day of June, A. D. 1908.

[Seal] JOHN T. REED,
Notary Public in and for the District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Note of Protest in re Str. "Victoria." Filed June 16, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Aug. 4, 1911. Cases Nos. 110 and 112—Adm. Claimant's Ex. "E." John Sunback, Clerk. T. M. Reed, Deputy. [190]

Claimant's Exhibit "F."

(COPY)

ALASKA STEAMSHIP COMPANY.
FORM NOTING PROTEST.

City of Nome,
District of Alaska,
United States of America,
Second Division,—ss.

On the 16th day of June, A. D. 1908, before me, John T. Reed, a Notary Public, duly commissioned

and sworn, personally came H. E. Soule, Master of the Steamship "Olympia," of Port Townsend, Washington, of the burther of 1730 tons or thereabouts, laden with General Merchandise, and saith that he sailed from Seattle, Wash., on the 30th day of May, 1908, bound for Nome, Alaska, and encountered very heavy ice 20 miles south of Nunivak Island, and the same continuing within 30 miles of Nome; I entered the ice on the 7th day of June, and continued in it until the 15th, and much of the time encountered heavy, thick fog, and fearing damage from coming in contact with very heavy ice floes. Thus the Master notes this, his protest, before me, reserving to himself the right to extend the same at any time and place convenient.

(Signed) H. E. SOULE,
Master.

Subscribed and sworn to before me, this 16th day of June, 1908.

[Seal] JOHN T. REED,
Notary Public in and for the District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Npte of Protest Str. "Olympia." Filed June 16, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court. Aug. 4th, 199. Cases Nos. 110 and 112. Claimant's Ex. "F." John Sunback, Clerk. T. M. Reed, Deputy. [191]

Claimant's Exhibit "G."

(COPY)

United States of America,
District of Alaska, Second Division,—ss.

On this tenth day of July, A. D. 1908, before me, the undersigned, a Notary Public in and for the District of Alaska, residing at Nome, Alaska, appeared F. S. Meady, Master of *te* Steamship "Mackinaw," 2005 tons net, belonging to the port of Port Townsend, Washington, who sailed from the port of Seattle, Washington, with said vessel, on the 23d day of June, A. D. 1908, with a cargo of General Merchandise, bound for the port of St. Michael, Alaska, and having encountered heavy weather on June 29th, and getting into the ice on July 4th, and being in the ice continuously from July fourth until July ninth, steamed for Sledge Island, near said Nome, to get out of the ice, and arrived at Nome, Alaska, at six-thirty o'clock, on the evening of said July ninth, A. D. 1908, and fearing damage to ship and cargo, notes this, his protest, to be extended, if need be.

(Signed) F. S. MEADY.

Subscribed and sworn to before me this tenth day of July, A. D. 1908.

[Seal]

JOHN T. REED,

Notary Public in and for the District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Note of Protest Am. St. S. "Mackinaw." Filed July 10, 1908. C. D. Garfield, Deputy Collector. Filed in Open Court. Aug 4, 1911.

Cases Nos. 110 and 112 Admr. Claimant's Exhibit
"G." John Sunback, Clerk. T. M. Reed, Deputy.
[192]

Claimant's Exhibit "H."
(COPY)

United States of America,
District of Alaska,
Second Division,—ss.

On this 19th day of June, A. D. 1908, before me, John T. Reed, a Notary Public, in and for the District of Alaska, residing at Nome, therein, personally appeared John A. O'Brien, master of the S. S. "Yucatan" of 317 burthen, belonging to the port of Port Townsend, Washington, who sailed from the port of San Francisco, in California with said vessel on the 1st day of June, A. D. 1908, with a cargo of General Merchandise bound for the port of Nome, in the District of Alaska, and arrived at the said port of Nome on the 18th day of June, A. D. 1908. That having encountered unusual ice in Bering Sea, on the 17th day of June, A. D. 1908, at 1:40 o'clock P. M. while drifting in the ice with a very strong current, the ship suddenly swung on a grounded iceberg. The anchor had previously been let go, but on account of said current, dragged same, and struck on the starboard side with the full force of the current, causing a slight indentation in ship's side. Having sustained damage as aforesaid and fearing further damage, notes his protest to be extended if need be.

(Signed) JOHN A. O'BRIEN.

Subscribed and sworn to before me this 19th day of June, 1908.

[Seal]

JOHN T. REED,

Notary Public in and for District of Alaska, Residing at Nome, Alaska.

[Endorsed]: Note of Protest In re Am. Sts. "Yucatan." Filed June 19, 1908. C. D. Garfield, Deputy Collector. Filed in Open Court. Cases Nos. 111 and 112. Admr. Claimant's Exhibit "H." Aug. 4, 1911. John Sunback, Clerk. T. M. Reed, Deputy. [193]

Claimant's Exhibit "I."

(COPY)

City of Nome,
District of Alaska,
United States of America,—ss.

On this 22d day of July, A. D. 1908, before me, Harry Y. Freedman, a Notary Public in and for the District of Alaska, duly commissioned and sworn, personally came R. M. Hern, master of the steamship "Greenwich," of London, England, of the burthen of 2938 gross tonnage, 1862 tons or thereabouts net tonnage, laden sacked coal, and saith that he sailed from the Port of Ladysmith, B. C., on the 22d day of June, A. D. 1908, bound to the port of Nome, in the District of Alaska; and on the 4th day of July, 1908, at 3 A. M. encountered float ice in Bering Sea; that he remained in the float ice for five days, and then arrived at Nome on the 9th day of July, 1908, at 7 P. M. That on the 4th day of July, 1908, at midnight float ice damaged the bow of said boat while

the vessel was speeding dead slow. The injury to said boat consists of a hole on the starboard side about 12 feet long and about 2 feet wide, and indentations on the port side of said vessel. Fearing damage said master hereby enters his protest in due form of law, reserving the right to extend the same.

(Signed) R. M. HERN,

Master.

Before me,

HARRY Y. FREEDMAN,

Notary Public for the District of Alaska.

[Endorsed]: Note of Protest Br. SS. "Greenwich." Filed July 23, 1908. R. W. J. Reed, Deputy Collector. Filed in Open Court Aug 4, 1911. Cases Nos. 111 and 112 Adm. Claimant's Exhibit "I." John Sunback, Clerk. T. M. Reed, Deputy.
[194]

Claimant's Exhibit "J."

COPY.

United States of America,
District of Alaska,
Second Division,
City of Nome,—ss.

On this 22d day of June, A. D. 1908, before me, John T. Reed, a Notary Public in and for the District of Alaska, residing at Nome therein, personally appeared John Alwen, Master of the S. S. "Hyades," of the burthn of 3753 tons, belonging to the port of Boston, Massachusetts, who sailed from the port of Seattle, Washington, with said vessel, on the 30th day of May, 1908, at 9:30 o'clock, with a cargo of General Merchandise, bound for the port of Nome,

Alaska, and arrived at the port of Nome, Alaska, on the 22d day of June, 1908, at six o'clock A. M., and having encountered heavy ice on the passage from June 9th to June 21st, 1908, which caused the propeller, on several occasions, while turning to hit the ice, and which also caused the ship's bow to strike the ice several times, and having sustained this damage as aforesaid, and fearing further damages to ship and cargo, notes his protest, to be extended, if need be.

(Signed) JOHN ALWEN,
Master.

Subscribed and sworn to before me this 22d day of June, 1908.

[Seal] JOHN T. REED,
Notary Public in and for the District of Alaska, Residing at Nome.

[Endorsed]: Note of Protest. Am. St. S. "Hyades." Filed June 23, 1908. C. D. Garfield, Deputy Collector.

Filed in Open Court Aug. 4, 1911. Cases Nos. 111 and 112. Adm. Claimant's Exhibit "J." John Sunback, Clerk. T. M. Reed, Deputy. [195]

[Testimony of Wm. T. Boyce, for Libelants.]

Mr. WM. T. BOYCE, a witness on behalf of libelants, having been duly sworn, testified as follows:
(By Mr. SCOFIELD.)

Q. You are one of the passengers on the "Ohio" on the voyage, leaving Seattle June 1st and arriving in Nome July 11th, 1908, were you?

A. Yes, sir.

(Testimony of William T. Boyce.)

Q. I will ask you if you were present on that vessel at the time when one of the plates of the vessel was stove in by a cake of ice? A. Yes, sir.

Q. Do you recall whether the vessel was under way or at anchor at that time?

A. She was standing at anchor, I think.

Q. At what time were you first apprised of the fact that a plate had been broken in?

A. Well, there was a little jar, of course, and I was on the middle deck, and someone came along and told us she had cut a hole in her, and I went down and saw it and the water was coming in—they was getting ready then to put something in to it.

Q. Where was the hole stove in with reference to the water-line of the ship?

A. Well, it was not below when she was standing in still water and it was calm.

Q. I will ask you if you saw the piece of ice that came along and did the damage?

A. No, I didn't go up to see it.

Q. I will ask you after the damage was done if you went below and saw the plate?

A. Yes, I went down and looked it over; I wanted to see how much water she made.

Q. What is your business, Mr. Boyce?

A. Oh, a sort of an engineer, mechanic, working with iron. [196]

Q. I will ask you if you have had experience with iron?

A. Yes, sir, I have had a good deal of experience with iron in most ways.

(Testimony of William T. Boyce.)

Q. What general experience—just state generally what your experience has been with iron.

A. Oh, I have worked in wrought iron and cast iron—I have run a machine-shop here in Nome for the last ten or eleven years and have worked with iron in probably all of its forms.

Q. How many years' experience have you had?

A. Oh, thirty-five years, I guess.

Q. Describe to the Court the size of this hole, generally, its shape and its condition.

A. It was just a kind of a tear; the iron had had a punch in the side, and the hole it made looked like it had been made with knock with a *sledg* or something that didn't break clear through—looked like it cracked it four or five inches in some places—a little small hole you could stick your hand in in some places—something of that sort. It looked like it was sort of shattered and ran around like in all directions—spread out in every direction, you know.

Q. What was the condition of the plate itself as to being a new plate or an old plate—was it a better section than the rest or was it an average plate?

A. Oh, it was old iron—

Mr. FULLER.—I object to this as incompetent, irrelevant and immaterial. They are not seeking any damages on account of poorly built ship's plates.

The COURT.—Objection overruled.

A. Well, I should judge the iron was just worthless old iron—all the life and virtue was out of it—it is with iron same as with anything else—when it is [197] old it grows worthless and easily broken and

(Testimony of William T. Boyce.)

spent—just worn out and lifeless like anything else.

Q. Well, would there have been any damages to the ship at all if this had been a safe strong plate?

A. Well, it would not have been torn in at all—it naturally would have taken a pretty stiff punch—*w*ould have had to have been a pretty much of a chunk of ice that would have tore in a section of an iron plate, the way ships are usually built. Of course, iron that lays in the salt water becomes old and rusty and soon loses its strength. Take a good prime plate, such as you would expect it to be on a ship, and it would take a mighty heavy punch—a little jar like this was wouldn't have amounted to anything at all; it was more of a punch—just punches a hole sideways in her—jammed her, like.

Q. And what was the extent *f* this scar that you speak of—this break along the edges of this plate?

A. That I could not tell you—it was kind of jagged like—and was from two to three inches each way—kind of punched the iron right in.

Q. What was the condition of this plate as to being scaly or otherwise?

A. Oh, it was old and scaly and rusty—there was no life in it—it was old iron, and that is all you could make out of it—no strength in it whatever, so far as that is concerned.

Q. When this piece of ice hit the side of the vessel state whether or not there was anything more than the ordinary jar.

A. No, it didn't make much jar—not as much as lots of times I know there were heavier jars—it

(Testimony of William T. Boyce.)

didn't amount to much. When we struck the ice I didn't notice it until someone came along and said that she [198] had struck a piece of ice, or a piece of ice had struck her, rather, because we were laying still at the time, and there was a hole knocked in her side, and I went down to see what kind of a hole it was—of course, there was quite a little angry discussion going on there over it, between the people, but it didn't amount to anything when I went down to see what it was.

Q. What, if anything, did they do with reference to listing the vessel to repair her?

A. I think they did—I think they changed some of the cargo and turned her over so the water wouldn't run in—to let it up—they would not have to change it very much because it was near the water-line, any way.

Q. How was the hole repaired?

A. They put some planking around in front of it and then filled it up with cement—two by six—two-inch planks, two feet long, about.

Q. Mr. Boyce, I will ask you if you recall how many days you were out from the port of Seattle on this voyage to Nome in 1908 before you encountered any ice in Bering Sea?

A. Well, I could not say about that, hardly; we didn't encounter any ice until after we came through the Pass aways; then we were in the ice quite awhile, and we made no headway at all; other vessels went by us and around us, quite a ways off.

Q. Do you recall your furthest point, coming this

(Testimony of William T. Boyce.)

way on the voyage, prior to returning to Dutch Harbor, off Sledge Island?

A. We were off Sledge Island—we were out there but how far I don't know.

Q. Were you nearer Sledge Island than Nunivak Island? [199]

A. Oh, yes—well, I don't know, either—Nunivak Island—I don't think we were at Nunivak Island any length of time, anyway—we passed there on the way up I remember, but we were back of an island—I don't remember the name of that island—a great big island—nearer this way a good ways than Nunivak Island—I knew the name of it but I don't recall it just now—about a hundred or hundred and fifty miles long it was, I should judge—I forget what they called that island now—

Q. Was it St. Lawrence Island?

A. Yes—yes—that's it. St. Lawrence Island.

Q. How long were you in the vicinity of St. Lawrence Island, if you remember?

A. Oh, for some time—I guess between eight and ten days—I don't know—maybe longer than that. We were backward and forward—coming up this way a little way and then going back there again; I don't know how long we spent around there—quite awhile.

Q. Now, state whether or not during any of those days, or during those times when you were anchored for days at a time, you were or not withing sight of the ice while the vessel was at anchor.

A. Well, that I could not say; it looked like open

(Testimony of William T. Boyce.)

water to me, as far as I could see, but I could not state but what there may have been ice away off in the distance. Close by, as far as I could see it looked like open water.

Q. What efforts, if any, did the master of this vessel make to bring his ship to Nome with reference to running up to the ice and attempting to ascertain or find out whether or not there were any open leads in the ice? [200]

A. Well, they all made complaints that he didn't make any trial to get in any way.

Q. Did he do anything of the kind to attempt to get in, as far as you know?

A. I don't know what he was attempting to do, myself. He would steam up lots of times, and go a little ways and then drop anchor again, maybe a mile or two further, and come up to a little ice maybe in sight and then drop his anchor; I never could tell what he meant by it, myself, or what he was trying to do; he didn't go far enough to accomplish anything, it didn't look like to me.

Q. How long would he remain at anchor at those times then?

A. Sometimes two or three hours—sometimes a half day or a day, maybe—maybe again he would heave her up and be off again, no sooner had he dropped anchor than he would be off and go a little ways again; it looked like he didn't know himself what to do.

Q. Do you recollect the morning the revenue boats picked you up off Romanoff Pass?

(Testimony of William T. Boyce.)

A. Well, the revenue cutter was there I think it was three different times—well, I ain't certain about that now—it was either two or three times—I know she was there twice if not three times.

Q. Did you hear any conversation between the captain of the revenue cutter and the captain of the "Ohio," Capt. Conradi, with reference to where he had been? A. No, I didn't.

Q. Why he had not brought his ship to Nome?

A. No, but I understood that he went over there to the ship.

Mr. FULLER.—Just answer the question, what you [201] heard yourself—not what you understood—if you heard any conversation yourself.

Q. Did you hear any conversation between the two captains?

A. No, I heard no conversation; that is, to speak of.

Q. How much did you pay for your ticket?

A. Thirty-five dollars.

Q. Do you know what the going rate of wages was in Nome that spring, for ordinary miners and laborers? A. Yes.

Q. How much was it?

Mr. FULLER.—That is objected to as immaterial, irrelevant and incompetent.

The COURT.—Objection overruled.

A. Five dollars a day and board, I believe; I think that is what it was,—maybe more—maybe six dollars.

Q. From your experience as a worker in iron, and the condition in which you found this plate that was

(Testimony of William T. Boyce.)

stove in on this vessel, state whether or not a vessel of that class would be seaworthy to make a voyage between the port of Seattle and the port of Nome, leaving Seattle the 1st of June and arriving in Nome the early part of June when she was bound to encounter more or less ice on the voyage?

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial, the witness not having shown himaelf qualified to testify as an expert to answer this question.

The COURT.—Objection overruled.

A. Well, I wouldn't judge that she was if she was going to encounter ice.

Q. That she would not be a seaworthy vessel?

A. No, sir, I do not think she would be. [202]

Q. What was your answer?

A. No, sir, I don't think that she would be seaworthy, I said, if she was going to encounter ice.

Q. Have you made many trips to Nome on the first sailings from Seattle?

A. Well, that is the first one I ever made on the first sailing.

Q. Now, at the time that you were picked up by the revenue cutters on the 10th or 11th of July, state whether or not there was any trouble in getting right through to Nome.

A. No, no trouble at all; we came right on through; she followed the revenue cutter pretty well until half a day she was out of our sight I believe, but we come right on through without any trouble whatever.

Mr. SCOFIELD.—You may cross-examine.
[203]

(Testimony of William T. Boyce.)

Cross-examined.

(By Mr. FULLER.)

Q. But you did find some ice on that last day?

A. But not to speak of—yes—nothing to speak of, but we seen ice more or less.

Q. You had been in the ice right along, had you not?

A. Well, we were in open water; we went through some ice where the ice was kind of in chunks, and we would come through all right, by dodging the big chunks—but we were never in any floes of ice, what you would call floes, but sometimes there would be chunks—icebergs, I guess you would call them—

Q. Do you know whether there was any ice floes or not close to you?

A. I know I didn't see any to speak of—but of course I was shut off somewhat from the upper part of the ship where I could see ahead.

Q. Where were you most of the time—in what part of the ship?

A. I was in the front part of the ship—I was in the intermediate class, on the deck.

Q. Were you watching to see whether there was any ice all the time, on watch for the ice?

A. No, I wasn't on deck much of the time; I was playing solo most of the time.

Q. You don't know then what the ice conditions were?

A. Oh, yes, I used to go up on deck once in a while and take a look around—I used to go up on deck at least once or twice a day.

(Testimony of William T. Boyce.)

Q. Was she in the ice any at all?

A. Oh, yes; I seen ice for two or three days, off and on.

Q. Now, state during what time that was that you were out there that you saw ice.

A. Well, we were alongside of this island, in sight of [204] it, and were anchored in open water—in a big place of open water, but there was some to be seen off in the distance.

Q. Ice all around?

A. Yes, four or five or ten miles off.

Q. What was the character of the ice that you encountered?

A. Most of it seemed to be soft, what I would call slush ice, particularly; most of it uncaked, and then maybe we would see a big clunk.

Q. Ice the boat could go through easily?

A. Well, I don't think a man could get a sail boat through it very easily, but it didn't seem to me that we wought to have had any trouble in getting a big iron ship through it—it seemed just this soft, loose, slushy ice—no big solid body of ice at all—seemed to be broken up and loose—slaked—with the water running through it, it looked like, and loose ice hanging to it.

Q. About in the same condition it is in at that same time of year out here, generally, off Nome?

A. Yes, just about and just about the same as it is down here off the mouth of Snake river about the time of the last boats.

Q. You don't know how that ice compared with

(Testimony of William T. Boyce.)

the ice in other years in Bering Sea, at the first sailing of the boats? A. No, sir, I do not.

Q. That was the only time you ever came on the first sailing, you said?

A. Yes, sir, the only time I ever came through any ice. I have been out four times but never came up before in the spring.

Q. Do you consider yourself an expert in regard to iron and steel? [205] A. Sir?

Q. Would you consider that you could speak as an expert on iron and steel vessels—did you ever build any iron or steel vessels?

A. I don't know as I was speaking as an expert, but as far as that goes I have built parts for vessels, and have worked on all sorts of parts of vessels—in iron and steel, both, and I said I didn't consider that this here plate was safe on a ship that was expected to encounter any ice. It was old and worn out; I don't think it was safe for that purpose, any way.

Q. You didn't think it was safe?

A. The best boats *can* have that are going into ice, as I understand, ain't none too safe, on any ship, when they are expected to encounter ice—

Q. Well, never mind about that—this "Ohio" never claimed to have been built especially for that purpose? A. I know that.

Q. And that was your understanding, was it not, when you started up here on her?

A. I never thought anything about it only that I was up here to Nome, and I bought my ticket and

(Testimony of William T. Boyce.)

came aboard—that was all there was to it.

Q. What examination did you make of this hole in the side of the vessel?

A. I don't know that I made any examination of it at all, nothing more than just stand and look at it.

Q. That was immediately after it happened?

A. Yes, sir.

Q. Before it was repaired or after?

A. Well, they were repairing it when I went to see it—they went right to work at it—they didn't stop a moment but went right and got to work at repairing it. [206]

Q. Was the water coming through?

A. Yes, sir, some little water came through there.

Q. And was there not quite a number of the passengers crowded around there, to see what was going on, and they were there inspecting this hole, were they?

A. Well, I don't know but most anybody's curiosity would be excited, under the circumstances, to see what it was.

Q. The workmen were repairing it, and you didn't interfere with their work, I understand—

A. No—

Q. You didn't offer to help them, I suppose, working with the iron?

A. They didn't want anybody while I was there.

Q. Well, what examination did you make of the iron that caused you to say it was old iron—

A. Well, it was broken and shaled; good iron won't break—but poor iron will bend and shale and shat-

(Testimony of William T. Boyce.)

ter—crumble to pieces.

Q. And this was shattered and crumbling to pieces?

A. Why, yes.

Q. What effect does temperature have upon the wearing of iron?

A. What kinds of temperature—cold?

Q. Well, different degrees of temperature.

A. Well, when it is very cold weather, of course, *iron brittle*, where warm weather makes it tougher. You temper iron, of course, by heating and plunging it into cold water, but continued cold water would tend to make iron loose its strength—generally it is considered the warmer the air *rh* stronger the iron.

Q. This hole was just about the water line, I understand? A. Yes, sir. [207]

Q. The water, of course, was just about freezing temperature, was it not?

A. No, sir; it was not anywheres near freezing temperature. The coldness of the water at that time would not hurt it; it was not anywheres near the temperature that would tend to fracture the iron.

Q. How warm was the water?

A. I could not tell you that, but it was warm weather and the sun was shining bright nearly all the time—it was as warm weather as we have here.

Q. About how warm was the water at that time?

A. I don't know what the temperature of the water was, but it was nowheres near freezing.

Q. You don't know anything about what temperature the water was? A. No.

Q. Well, that plate was near the water and its tem-

(Testimony of William T. Boyce.)

perature would be according to the heat or cold water, would it not?

A. It was a little clear of the water's edge—it would be two or three degrees colder than the water, possibly from two to three.

Q. Now, how far did the cracks extend across that plate, from that hole?

A. That I could not tell you. I told you I didn't examine it from the outside at all.

Q. You didn't examine it from the outside?

A. No, sir, all that I saw was the inside.

Q. Quite a hole there, was there not?

A. Well, a poor quality of iron will not crack and break like this—it will peel off—while the better quality will break—

Q. Appeared to you as if it had been struck by some kind of a—appeared the same kind of a hole as if it had been struck with a sledge hammer? [208]

A. Sir?

Q. That was what you said. A. No, sir—

Q. That is what you said in your direct examination.

A. Well, it seemed as if struck with a sledge hammer and broke right off—down in the steerage where I went down to see this crack—

Q. Well, it would not make any difference in the appearance of the hole whether it was struck by a piece of ice or some other blunt or some rather sharp thing?

A. Well, a sharp iron would knock a smaller hole and a blunt or bigger tool would make a bigger hole—

(Testimony of William T. Boyce.)

Q. You think it would make a difference whether some blunt or other hard thing hit it?

A. It wouldn't make any difference provided there was force enough—it all depends on the iron—the poorer the iron the more likely it is to shatter and crumble when it is struck.

Q. What made this sort of a round hole you spoke of?

A. That was because the iron was poor and lifeless—had no strength in it at all. The marks there were on the iron where this hole was punched in her where if it was good iron it wouldn't do that—it would take a very heavy hammer to crack a good plate the size of this one—if the blow is heavy enough it will crack iron, but this seemed to be *punch* or stove in more.

Q. A big cake of ice, if it struck it right, you think wouldn't knock a hole in good iron?

A. Hardly—you might hammer again and again and not crack it, and then again it might break it square off.

Q. If sufficient force was back of the blow, or a big ice jam should strike it? [209]

A. No, I would think it would take a greater direct force—it might shatter it like *it* a pane of glass if the force was sufficient, of course—anybody knows that, but this looked to be pushed and bent and scratched—

Q. But it would not crack it—

A. No, it wouldn't crack it without it was weak, and then most any kind of a blow with most any kind of an instrument would do it.

(Testimony of William T. Boyce.)

Q. Well, I am supposing that it was struck a blow with force enough— A. Yes.

Q. Good iron would not crack, you say?

A. No, sir.

Q. You are positive of that?

A. Yes, sir, I am positive, if it was strong enough—it depends altogether whether it was good iron or poor iron—if it was poor you can punch a hole in it with a piece of—well, anything—any tool the same as iron—

Q. You are talking about steel, are you not, Mr. Boyce?

A. No, sir, iron also, but, of course, steel principally is more durable. Steel is between cast iron and wrought iron, and steel you can temper so that you can stretch it—you can work it up into all kinds of fine work and it won't break up to a certain degree. You take a piece of fine well-tempered iron—cast iron—wrought iron ain't tempered at all—but a peice of poor iron—well, that is just about useless any way you want to put it—it ain't worth the bother to set it up.

Q. What kind of iron are you referring to?

A. Well, there are two to five classes of iron—this would be about class 2, from about half inch in thickness [210] up to as high as 2 inches—one of the higher and better classes of cast iron.

Q. Made probably as good as the factories could produce? A. Yes, sir.

Q. For all the higher and better class of fine work?

A. Yes, sir, certainly, what is known as old stock

(Testimony of William T. Boyce.)

merchantable iron.

Q. This plate was strong enough for the ordinary uses, if it didn't run against any ice, was it not?

A. It was strong enough if it didn't get any jar—it would not break if it was just standing still somewheres where nothing went against it.

Q. Something like the shock of a cake of ice against it? A. No, sir; it wouldn't stand that.

Q. That was your first trip up here you said, on the first boats?

A. Yes, sir—it was not my first trip—my first trip I came on the "Senator" got here in August—

Q. You don't know what the wages were that laborers were getting in Nome that spring, do you?

A. No, I do not.

Q. Didn't pretend to say what they were *gettin* before you got in here? A. No, sir.

Q. How deep was the rust on this iron at the time you saw it?

A. I wouldn't say how deep it was in inches or anything of that kind—all I know was it was in bad shape; it looked to me like old iron with all the virtue gone out of it, and it was rusted on the outside. I could see the way it looked, but I don't know that I could set any measure on how deep it was rusted; it looked like it was porous and crumbling—seemed that the natural [211] strength and virtue of the iron, was all rotted out—you know how poor it was when the body of it was all grained like wood.

Q. Appeared to have been in the water quite awhile, did it?

(Testimony of William T. Boyce.)

A. No, I wouldn't say that water would make it that way unless it had been there a very long time, and seemed seared and no strength in it at all.

Q. You don't know how big the ice cake was that struck it? A. No, I do not.

Q. Could you tell me how much of a blow it would take to make a hole clear through *m* this iron?

A. Well, according to how heavy a tool would hit it and how thick the iron was—might be—

Q. And it would have something to do with the weight of the blow—would it?

A. Whay do you mean?

Q. I mean the thickness or weight of the blow?

A. It would.

Q. That would have a great deal to do with it, and whether or not it was hit with a sudden blow or a steady weight against it? A. No—

Q. The tensile strength of the iron?

A. No, sir.

Q. Or the great force of the blow?

A. No, sir, I don't think that had anything at all to do with the breaking of this iron; I think it was just the poor quality of the iton—it was just jammed up and I don't think that had anything to do with *i* it, except because the iron was worthless itself.

Q. You think it would not withdtand any sort of blow at all?

Mr. FULLER.—That is all. [212]

Redirect Examination.

(By Mr. SCOFIELD.)

Q. Now, explain what you meant by this particular

(Testimony of William T. Boyce.)

plate being rusten and worthless.

A. Well, I don't know any more than that it was seamy, rusty and old—

Q. What were the indications that it was worthless—explain what you mean by seamy with reference to its being, as I believe you said, the iron had lost its virtue?

A. Well, that is about all I can say—the iron was old and naturally was rusty, had no strngth in it. I don't know the way this piece of ice hit it, nor how hard a blow it was struck, but it didn't appear to me that it would take a hard blow to make the hole there was in it, because it was all scarred and seamy, and rusty—as I said it was seamy and rotten, and it would not take a blow of any force to amount to anything to crumble it to pieces, just as it was.

Q. What did this seamy countour of this plate indicate—that the virtue of the iron had gone from it? A. Yes, it did.

Q. Now, what do you mean by the virtue or life of the iron itself? just explain what you mean by that.

A. Well, it would just mean this much with me, that the strength of the iron was gone—the lift and force of the iron was gone; there is nothing left to it; its life and expansion and strength; it is the same thing as a block of wood—like pig iron—

Q. What substance is it that is lacking in a piece of old worn-out iron?

A. Why, all the caron has left the iron. It is the carbon that is in iron, you know; that is what gives

(Testimony of William T. Boyce.)

the life and depth to iron; when it has left then it ain't iron, any more, when the carbon has left the iron, [213] but it is sandy and crumbly like in your fingers—just grainy, and it will scale off—will screen off in your hand; good iron will resist water, not poor, especially in the old class iron they made in those times.

Q. Assuming that the plate on this vessel was constructed in 1873, and that this plate was somewhere about thirty-five years old, and had been in the ship that length of time—

A. It would crack lengthwise—lengthwise across the grain—it would crack right off. I bet you could take that piece of iron and strike it in any direction you wanted to and it would crack right off—you need not get on the grain of it because it was all grained, in every direction, that's all there was left to it, just like old sandy, slatey stuff.

Q. State whether or not you examined the grain of this particular plate.

A. Yes, sir, I could see that it was all checked and all tinny through it, like it was what you might call old pig iron—it would not work anywhere in any shape ever again. Good iron you can work over as long as there is piece of it left, but old iron that has had its day, well, that's all there is to it; might just as well throw it on the scrap heap.

Q. State whether or not the other plates of the vessel were of the same character as this one.

A. Well, I didn't go down to see them but I naturally suppose they are all the same.

(Testimony of William T. Boyce.)

Mr. FULLER.—I object to the answer of the witness of what he supposes, and move to strike it from the record.

The COURT.—It may be stricken out. [214]

Q. If all the plates were put in the vessel at the same time, in 1873, state as to whether or not they would all be of the same character as the plate that you examined that was stove in.

Mr. FULLER.—That is objected to as incompetent.

A. I suppose they would be.

The COURT.—Objection sustained; that answer may be stricken out, also.

Mr. SCOFIELD.—Take the witness. [215]

Recross-examination.

(By Mr. FULLER.)

Q. That was the only plate that you examined, this one that was stove in?

A. I didn't say I examined it; I just looked at it.

Q. That was the only one you looked at?

A. Yes.

Q. Was that plate painted?

A. I think it was painted—I think it was painted outside; yes, sir.

Q. Painted outside? A. Yes, sir.

Q. You think it was sufficient to stand—that it was sufficient to stand the ordinary strain put upon it?

A. It seemed that it was able to stand the ordinary amount until this shock came along—

(Testimony of William T. Boyce.)

Q. Well, it was sufficient to stand the ordinary strain? A. Yes, sir.

Q. Would have got through all right if it hadn't jammed up against this piece of ice, or something like that that was heavy—if that hadn't hit it?

A. Yes, I guess so—we came through with it outside of that, all right.

Mr. FULLER.—That is all.

Mr. SCOFIELD.—That is all.

(Witness excused.) [216]

[Testimony of Mrs. C. C. Crooks, for Libelants.]

Mrs. C. C. CROOKS, a witness, on behalf of libelants, having been duly sworn, testified as follows:

(By Mr. SCOFIELD.)

Q. State your name.

A. Mrs. C. Carrie Crooks.

Q. You are one of the libelants in this case?

A. Yes, sir.

Q. When did you leave Seattle on this boat on the voyage of 1908? A. On June 1st.

Q. Do you recollect the date that you arrived at Nome? A. July 11th.

Q. On that voyage, Mrs. Crooks, it is alleged in the libel that the passengers were cut down to two meals a day for a period of about one week. State to the Court what the nature and character of the food was furnished during that week.

A. Do you want me to describe the nature of it—

Q. Beg pardon.

A. Do you want me to state what food they served?

(Testimony of Mrs. C. C. Crooks.)

Q. Yes, the food that was served at the table during that period.

A. Well,—

Q. For instance, what did you have for breakfast?

A. Well, we had usually, hot cakes and coffee *ad* eggs, something like that—meat of some kind, usually—you mean during the time we were placed on short rations? Please state your question again.

Q. During the time you were cut down to two meals a day—I want to know during that time only, just now, as to what was served.

A. Yes, that was what we had—and for lunch we were served soup and crackers, and something like that—I don't remember whether there was any other things [217] were brought to us at table at all; I don't think there was—but the food that was served, it was so bad it was not fit to eat.

Q. What was the trouble with the food that was served?

A. Well, the meat was exposed to the weather on deck, and it *staid* there for two weeks for the people to see it and smell it, and, of course, during that time it got ill-smelling and putrid—

Q. Where did they keep the meats on deck?

A. On the second deck—

Q. Subject to the rays of the sun?

A. Yes, sir, exposed to the sun all the time.

Q. I will ask you if your room was around that way where the meat was hung? A. A Yes, sir.

Q. What condition was the meat in that was given you to eat at table?

(Testimony of Mrs. C. C. Crooks.)

A. Well, you could notice when they were bringing on the meat; there was such a bad odor.

Q. State whether or not the meat that was hanging there was fit to eat.

A. Well, I should think it was not; I am sure it was not.

Q. How about bread—was there bread served during this time you were on short rations?

A. No, sir, there was no bread; we had crackers and sea-biscuit, but no bread—we had no bread.

Q. How long, if you recollect, was it that you were without bread provided at the table?

A. Well, possibly two weeks—yes, it was two weeks we were without bread.

Q. When did that occur with reference to the time you ran back to Dutch Harbor, if you recollect?

A. Well, it was a couple of weeks previous to our going back. [218]

Q. The ship was without flour during that time?

A. Well, we supposed it was; at least I understood so—of course, we didn't have any bread and we naturally supposed it was because we were without flour.

Q. Now, during this week that you were put upon short rations state whether or not you secured sufficient food from the table, that the table afforded.

A. No—well, no.

Q. What did you do in order to secure food, if anything?

A. Why, we got a party that brought it to our stateroom.

Q. Where did you get such party?

(Testimony of Mrs. C. C. Crooks.)

W We got the porter—not the porter that attended to our room, but another boy—

Q. How did you secure this party—state whether or not you purchased it for paying therefor, for your food? A. Yes, sir, we paid him for it.

Q. Do you know whether or not other passengers aboard the ship were compelled to do the same thing?

A. Well, I would not be positive about others, only what I was told—

Mr. FULLER.—We object to that as too indefinite—

A. I understood from conversations with other passengers that they were in the same condition and that they were depending upon what they got in their staterooms.

Mr. FULLER.—I move to strike that out as not responsive.

The COURT.—Motion denied.

Q. Now, after you left Dutch Harbor state whether or not you then had your regular three meals a day—when was it that you were put back to three meals a day after running to Dutch Harbor?

A. I am not positive of the date; I could not state now. [219]

Q. Do you know whether you secured additional supplies at Dutch Harbor?

A. Yes, I think that they took some additional supplies aboard there.

Q. Now, after you were put upon three meals a day, just tell the Court what your midday meal, your lunch, I believe you turned it, what you had or if you

(Testimony of Mrs. C. C. Crooks.)

had a midday meal?

A. Well, yes, we usually had lunch.

Q. Of what did that meal consist—what did you used to have for your midday meal?

Mr. FULLER.—That is objected to because there is no complaint in the libel and the claimant is not responsible therefor.

The COURT.—Objection overruled.

Q. What was your middal meal, your lunch, usually?

A. We usually had cracker and some kind of soup, and something hot to drink, coffee, tea, and something like that.

Q. Now, were you present on deck when the ship encountered a piece of ice? A. Yes, sir.

Q. Just atate to the Court how you became apprised that one of the plates was supposed to have been broken in?

A. Well, by the motion, and the shock of the ice striking the boat.

Q. Did you see the piece of ice?

A. Yes, sir; I was stading in my stateroom at the time and looking out of the window.

Q. Was the ship at that time lying at anchor or under way?

A. It was still, if I remember right.

Q. How far was this ice from the ship when you first observed it—this piece that struck the vessel and punctured the side?

A. Why, I suppose it would be about eight or ten

(Testimony of Mrs. C. C. Crooks.)

feet, [220] or something like that; maybe a little further.

Q. Now, just state to the Court how that piece of ice came up against the side of the vessel, as you observed it.

A. Well, it just came floundering over, rolling over, and struck the vessel—I saw the cake coming and I could see that it was coming straight towards the ship and when the cake struck the vessel then I saw it float away again and go on past the ship.

Q. When the cake of ice struck the vessel I will ask you whether it occasioned any alarm in your mind as to its injuring the ship in any way?

A. Well, certainly I was alarmed.

Q. When did you first know that the ship had been punctured?

A. Well, it was the occasion for a general alarm at the time that the ship had been struck—of course, I then, of *course that* it was this piece of ice that I had seen strike it, but at the time I didn't know *t* that it had caused any damage.

Q. When did you first know that it had been damaged?

A. Well, very soon after it struck the boat; I don't know that I could tell you just exactly when.

Q. Do you know how the report got about that the boat was damaged?

Mr. FULLER.—Objected to as immaterial.

(No ruling.)

A. No, I don't remember; there were people on deck at the time, though.

(Testimony of Mrs. C. C. Crooks.)

Mr. SCOFIELD.—You may cross-examine.

[221]

Cross-examined.

(By Mr. FULLER.)

Q. Did you see the ice when it started to move, this ice that struck the side of the boat you spoke about?

A. No, sir, I don't remember that I noticed it.

Q. Had you seen it before it struck?

A. I suppose that I had in a general way noticed it as it was moving towards the boat, but I had not paid any particular attention to it.

Q. What kind of ice was it?

A. Oh, I can't tell you what kind of ice it was; it was just like ordinary ice, I suppose.

Q. Was it a solid piece of ice?

A. It seemed to be.

Q. Quite a large piece, wasn't it?

A. It was a kind of a large cake of ice—pretty good size.

Q. Well, could you state definitely how large it was? A. Oh, I would not like to do that.

Q. Approximately how large was it—so we can get some idea of how large it was?

A. Well, all I could say was that I considered it a pretty good sized cake of ice—quite a good sized piece of ice.

Q. As large as this table?

A. Oh, yes; larger than that.

Q. Several times larger?

A. Yes, sir, a good deal larger than that.

(Testimony of Mrs. C. C. Crooks.)

Q. Well, it was not ice that broke off and started to move towards the vessel and came turning towards the ship, as you remember it?

A. Well, yes, I think that it was. I know it came down towards the ship and it was in motion in the water, [222] it seemed to me because it seemed to me that it was rolling over—I noticed it floundering in the water something like that.

Q. You considered, then, that the ice was moving in the water, did you?

A. Well, I could not say as to that, only it looked to me like it was rolling over and over in the water—

Q. It had been still when you first noticed it?

A. Well, I would not say that I had noticed this particular ice—this particular cake of ice—there was always lots of ice around, but I noticed this coming towards us—that is about all I know—I was standing in my stateroom watching the ice, and I saw this cake rolling towards us in the water; that is about as much as I could say I noticed it in particular.

Q. Had other cakes of ice been on the move the same as this one had?

A. I could not tell you—I couldn't say that I was paying any attention to it more than just standing there looking out—of course, I suppose they were moving—

Q. Well, was this cake moving rather more rapidly towards the boat when you saw it?

A. I don't think that it came so very rapidly, either—I think it came more like a wave—rolling—

Q. It was coming on a wave?

(Testimony of Mrs. C. C. Crooks.)

A. Yes, sir, it seemed to me that was the way it was coming down towards us.

Q. You heard the splash when it struck the boat?

A. I suppose that drew my attention to it first, as I suppose I was watching all the ice in sight, and when this hit up against the side of the boat it went out of sight, under the water for a moment, and then came up again and rolled on away. [223]

Q. Did you have a chance to see how thick the cake of ice was?

A. Well, it was up above the water several feet, I should say.

Q. By several feet what do you mean—four or five feet?

A. No, not that much; I don't think it was as large as that above the water—I think maybe—well, now, I wouldn't like to state positively, but I think it was maybe two or three feet, maybe, something like that.

Q. Your best recollection is that it was several times as large as this table, and this table is about eight feet long?

A. Yes, sir, I would say it was larger than this table; I am quite sure it was.

Q. You didn't examine the hole in the hulk of the ship? A. No, sir, I didn't see that.

Q. Now, did you ever tell the steward that you were not getting enough to eat?

A. Did I ever tell the steward?

Q. Yes.

A. Well, I didn't get enough to eat at the table, but I was getting it in my stateroom—we were not de-

(Testimony of Mrs. C. C. Crooks.)

pending on what we got at table, so when I went to the table I didn't grumble.

Q. You tipped the boy who brought it to you, I suppose? A. Yes, sir.

Q. I mean did you ever tell the chief steward, the one who was in charge of the dining-room, that you were not getting enough to eat?

A. No, I did not personally complain.

Q. He had no reason then to think that you were not getting enough to eat, or for the captain to think that you were not getting enough food, if you didn't [224] inform them, had they?

A. Well, they didn't question me any, whether I was or not; I don't suppose they did know, because I did not make a complaint. But other passengers were making complaints—

Q. You never heard them, did you, complain to the steward, did you?

A. Well, no; I do not think that I did hear them, or *t* that I was present *whn* they made their complaints, personally.

Mr. FULLER.—I move to strike out all the testimony of this witness in regard to any complaints being made, because if any were made they were without her personal knowledge.

The COURT.—I think the part she has to say herself, of her own food is competent; motion denied.

Q. It was about one week, as I understood you, that you were cut down to two meals a day?

A. Oh, it was more than one week, I am sure.

Q. How long was it?

(Testimony of Mrs. C. C. Crooks.)

A. It was two weeks, I think.

Q. You are quite positive about that?

A. I feel pretty sure about it, to the best of my knowledge.

Mr. FULLER.—That is all.

(By the COURT.)

Q. As I understand you, you were standing still at the time this ice struck the boat? A. Yes, sir.

Q. Was it storming at the time the ice struck you?

A. No, I don't recollect that it was storming at all at the time. [225]

Q. What do you mean, to your best recollections about the dimensions of this piece of *is*—the bulk of it as you recall, as compared with the size of this table—I would like for you to give me some idea of the size of it, as near as *you* can, of its dimensions above the water—its length and width, just simply your best recollections of it?

A. Well, as I supposed, it would be about two *three* three feet above the water—I think it was a little flat as I remember, at the time it went down in the water.

Q. And two or three feet above the water?

A. Yes, sir.

Q. Now, tell me how wide it would be across, above the water—its dimensions across it, as near as you can—what I mean is, how wide it seemed to be.

A. I could not tell definitely the size of the cake—it was quite a good-sized *came*, it seemed, as it came along—

Q. Perhaps ten or *th*welve feet long?

(Testimony of Mrs. C. C. Crooks.)

A. Well, it was not more than that, I don't think.

Q. And would you say it was six or eight feet wide? A. Well, I could not tell you about that?

Q. You say that you noticed it coming towards the vessel—was there a large floe of ice close by?

A. Yes, sir, there was floating ice around the vessel; I was standing in my stateroom watching it, and when this ice came along and I heard the splash—I noticed this one big cake as it was rolling away again.

Q. And this cake seemed to be some part of the floe that was cast off and came floating towards you—

A. Well, I suppose that it was, and of course I suppose I noticed this one more because it was coming directly towards the vessel that way. [226]

(By Mr. SCOFIELD.)

Q. Do you know what caused it to be coming towards the vessel?

A. No, I have no idea, only that it was coming in our direction.

Mr. SCOFIELD.—That is all.

Mr. FULLER.—That is all.

(Witness excused.) [227]

[**Testimony of Mrs. Annie N. Casey, for Libelants.**]

Mrs. ANNIE N. CASEY, a witness on behalf of libelants, having been duly sworn, testified as follows:

(By Mr. SCOFIELD.)

Q. State your name. A. Annie N. Casey.

Q. You are the Annie N. Casey, one of the libelants in this case? A. Yes, sir.

Q. You were one of the passengers on the steam-

(Testimony of Mrs. Annie N. Casey.)

ship "Ohio," leaving Seattle June 1st and arriving in Nome July 11th, 1908? A. Yes, sir.

Q. How much did you pay for your ticket?

A. Seventy-five dollars.

Q. Do you recall how soon after you got through Unimak Pass on that voyage before you encountered any ice?

A. Well, I don't recollect just how soon it was now. I think it was the 8th of June, if I remember right; I don't remember just how far we were on this side before we met the ice.

Q. Did you meet any other vessels about that time?

A. Yes, we saw several vessels about that time.

Q. What vessels do you recall did you see at about that time?

A. Well, we saw several, but I do not remember now what they were—I remember the "Northwestern" was one of them—I remember the "Northwestern" very distinctly, and also the boat from San Francisco—the "Yucatan"—that was another that I recall, and of course there were others that I can't remember just now; it is so long ago.

Q. The "Northwestern"? A. Yes, sir.

Q. Did you speak the "Northwestern"? [228]

A. Yes, sir; some of the passengers of the "Northwestern" came over on our boat—quite a number of them.

Q. Where were you then?

A. We were anchored out here.

Q. At St. Lawrence Island?

A. Well, I can't say as to that; it was not far from Nome.

(Testimony of Mrs. Annie N. Casey.)

Q. Now, Mrs. Casey, I will ask you if you recall about the time you were put upon two meals a day for a portion of the voyage? A. Yes, I do.

Q. Do you recall how long you were upon two meals a day?

A. Well, I think for about a week or thereabouts.

Q. Now, state to the Court what the character of the food was that was served at the table during the week you were upon short rations.

A. Well, it was very poor food. I have tried to forget what it was—I have tried to forget it altogether, it was so poor—

Q. Well, it was so poor in what way?

A. It was not fit to eat the greater portion of the time—what there was of it was not fit to eat.

Q. Not fit to eat in what way?

A. It was so poor—

Q. And what was the nature and character of the meats that were served you?

A. It was very poor. It turns me sick to think of it even now; it was very poor, indeed.

Q. Do you know where they kept the meats?

A. Yes, they were kept hanging up on the deck.

Q. State whether or not they were hanging in the sun.

A. Yes, sir; they were hanging in the sun and rain alike. First one day in the hot sun, and then when it rained, they hung in the rain, just the same.

Q. How long did the meats hang there? [229]

A. Well, I don't know just how long they were there—*w* when they went back to Seattle there was

(Testimony of Mrs. Annie N. Casey.)

some of the meat still hanging there. I don't know just how long after that, but it was hanging there all during the time we were on the voyage, that which was not used up and served to us at the table.

Q. Do you know whether or not any meat served to you during that time were of these meats that were hanging in the sun and weather during all of this time—I mean while you were on two meals a day?

A. Yes, sir, I am sure it was—

Mr. FULLER.—I move to strike out the answer until I can make my objection.

The COURT.—It may be stricken out.

Mr. FULLER.—I object to the question upon the ground that the testimony is irrelevant and immaterial. They are not seeking damages on account of the poor food served, but only for the shortage, during the time when they were placed upon two meals a day.

The COURT.—Objection overruled.

(Question read.)

A. Yes, sir, I am sure it was.

Q. During the time that you were placed upon short rations state whether or not you were furnished with any bread.

A. No, sir, I don't remember that we was.

Q. Mrs. Casey, you may state whether the food that was furnished you from the table was sufficient in quantity and of such quality as met the requirements of yourself during that period.

A. No, sir, it was not sufficient, neither was it of such quality.

(Testimony of Mrs. Annie N. Casey.)

Q. What, if anything, did you do while aboard the vessel [230] with reference to securing other food, if anything?

A. I secured it all the time, as much as I wanted, and paid for it.

Q. How did you get it?

A. Why, I would get one of the boys to my room and I would give them what I called "tip money" for it—kept that up as long as I wanted to—as long as I wanted any of it, rather.

Q. State to the Court what you had for breakfast during the time you were on short rations.

A. Well, I can remember there was "hard tack"—that was the only thing in the way of bread we had—hard tack and some mush, and that was about all we had.

Q. Sea-biscuit, you mean, that is what you mean by "hard tack"? A. Yes, sir.

Q. Tea and coffee?

A. Yes, sir; there was tea and coffee served, but I had none of it; I could not drink the tea and coffee that they served.

Q. State whether or not they furnished you with any fruits at table, during that time.

A. I didn't have any.

Q. Did you see anybody else that had any?

A. Not at my table.

Q. And now, what did you have at your second meal, during that time, at dinner?

A. At dinner—

(Testimony of Mrs. Annie N. Casey.)

Q. Yes, during this time while you were on short rations.

A. Well, during this time—well, there was some kind of stew—or something—some kind of stew—

Q. Meat stew? Q. Yes, sir.

Q. And what was the condition of the meat that was served [231] you during that time with reference to being eatable or otherwise?

A. It was very poor any way it was served. Some of us would have to leave the table when it was served.

Q. For what reason?

A. Because the meat was so bad that it would make us sick; the most of us at my table most all the time would have to get up and leave as soon as they would bring on their stews.

Q. I will ask you now whether the eating of this meat at any time that you did eat it made you sick?

A. It always followed that I was sick if I ate any of it, so the result was that I quit eating it altogether, and would get a little something from the boy in my stateroom and pay him for it. I could not eat the meats and dishes that were served us at the table.

Q. Mrs. Casey, did you see the cake of ice that stove in one of the plates of this vessel?

A. Yes, sir, I did.

Q. Just state to the Court what occurred there at that time.

A. I was in my stateroom at the time and I heard the noise in the water, and I knew there was something wrong. I was lying down at the time, and

(Testimony of Mrs. Annie N. Casey.)

when I heard the noise in the water I got up out of my berth and looked out and I saw the cake of ice away in this direction (indicating). It appeared to have fallen off of the other icebergs and the noise I heard in the water was the splash of it falling, and when I looked out I saw the cake of ice, and I saw it coming over towards the boat in that manner (illustrating), floating over towards the boat, and first thing I knew the cake of ice was hitting up against the boat— [232] the side of the boat, and it made quite a jar—

Q. State to the Court whether it gave the boat a considerable jar or otherwise.

A. No, sir, it was not anything that I thought serious—there was a little jar, of course, not anything that I thought would hurt anything, or amount to anything at all.

Q. I will ask you whether or not the jar that it gave the boat at that time caused you any alarm as to the safety of the boat, or otherwise?

A. Oh, no, sir, nothing at all; I never thought of there being any injury to the boat at all, in any way because it was just a slight jar—

Q. When after the time the cake of ice struck the boat did you first learn of the injury to the boat?

A. One of the boys came up from the steerage and said there was a big hole and the water was coming in through the hole that had been stove in by the hitting of this cake of ice—in no time at all—well, you know about how long, just giving him time to come up from down in the steerage.

(Testimony of Mrs. Annie N. Casey.)

Q. Now, was the ship at that time at anchor or was she under way, if you recall?

A. No, sir, the boat was at anchor at the time.

Q. What was the condition of the ocean at the time with reference to *their* being ice around you at the time, or whether or not the sea was open, where the boat was, I mean.

A. It was a most beautiful sunshiny day and the ocean was perfectly still; the ice was open around us—there was open water, I should say, but the ice was laying off from us quite a ways. This cake of ice seemed to be a cake that was cast off from the floe [233] farther back from us, off in the ice pack; where we were laying at the time there was no ice at all, but you could see the ice pack as it lay farther off that way (indicating).

Q. I will ask you to state whether or not you saw this cake of ice when it fell off the other piece of ice.

A. No, sir, I did not see it at the time that it fell off.

Q. You heard the splashing when it fell, I believe you said?

A. I heard the splashing, or what I presume was the noise of the cake when it fell with a splash into the water; I heard the noise like as if it was a cake had tumbled off the larger piece into the water, and I got up and looked out at the time, in time to see the cake coming in the water, rolling over towards our boat.

Q. How many times did the cake of ice roll over before it hit against the side of the boat, could you say?

(Testimony of Mrs. Annie N. Casey.)

A. Oh, no; I didn't keep any account of that; I don't remember, but it was not very long before it came up to the boat.

Q. Well, how far away was this cake of ice from the boat when you first observed it?

A. Well, I could not be positive as to how far it was, but I should judge perhaps forty or fifty feet, or thereabouts; it was not very far from the boat—it was just floating along, coming towards the boat with a motion like the waves of the sea, you know.

Q. And what was the condition of the sea at the time as whether it was a calm sea or stormy, or how?

A. It was a very calm sea—a beautiful sunshiny day, and the sea was perfectly calm. [234]

Q. No storm or wind blowing or anything of that kind? A. No, sir, it was a most beautiful day.

Q. Now, Mrs. Casey, from what you observed, can you give the Court any idea as to the size of this cake of ice?

A. Well it was a pretty good-sized cake of ice; I remember that much.

Q. What would be its size compared with this table—which is about seven feet long—was it a larger cake than this table, do you think?

A. Yes, sir, I would say that it was a larger cake than this table would be.

Q. It was larger? A. Yes, it was.

Q. What would you say as to how large the cake of ice was above the water? How much of it was above the water?

A. Well, I don't know as to that; I should judge—

(Testimony of Mrs. Annie N. Casey.)

I don't think that very much of the cake was above the water at all. It was just like one of these cakes of ice out here, you know now. I don't think there is very much of the ice shows above the water—they are not very high above the water; the most of them is submerged.

Q. How much of it was, do you think?

A. Well, it possibly was eight or ten feet—perhaps something like that.

Q. How wide was the cake of ice, according to your best judgment?

A. Well, I don't remember just how wide it was. I remember it was about what I thought at the time—not measuring it or anything of that kind, of course, but I thought at the time it was possibly about eight or ten feet wide.

Q. You didn't go down and examine the damage that was [235] done to the ship? A. No, sir.

Q. How many voyages, Mrs. Casey, have you made on vessels between Seattle and Nome sailing on what is commonly known as the first trip?

A. I have made this sailing six, and this summer the same I have made in all fifteen trips—I have made fifteen trips altogether, of course.

Q. How many first trips have you made from Seattle up to Nome?

A. Six sailings on the first trips.

Q. What ships have you made them on, if you remember?

A. Well, I have made a trip on the "Roanoke," on the "Garonne," the "Victoria," "Senator,"

(Testimony of Mrs. Annie N. Casey.)

“Ohio,” and I believe I made a trip on the “Oregon,” but I am not sure about that now; I believe I made the first trip on the “Oregon.”

Q. During those voyages state whether or not on the first trip of those ships, as to whether you have always encountered more or less ice.

A. I have always seen ice on the first trip. There was once that we saw very little and we didn't have to go into it at all, but then there was some ice even on that trip.

Q. Well, I am asking you if, as a general rule, that the boats should encounter ice coming in, more or less, on the first voyage—on the first trip in the spring—if, as a general rule, the boats always encounter more or less ice on the first trips.

A. Always.

Q. Now, state on this particular voyage what Capt. Conradi did with reference to attempting to make the port of Nome. [236]

A. So far as I could see he didn't try at all; he didn't make any attempt whatever; on the contrary, he tried to go away from Nome.

Q. What did he do with reference to sailing his vessel and attempting to work along the edge of the ice to discover leads in the same to come on through to Nome?

A. He didn't do anything that I know of at all; he just anchored his boat out in the open water, and waited there—I don't know what for.

Q. I will ask you if you heard the testimony of Mr. Lawrence Kerr with reference to the vessel at

(Testimony of Mrs. Annie N. Casey.)

the time they were out there near to or off Sledge Island? A. Yes, sir.

Q. State whether or not there were any other vessels in sight at that time.

A. I don't remember that there was any in sight at that time; I think that all the vessels had passed us before that time on their way up to Nome—that is as I remember; I may be mistaken. I can't remember now any more.

Q. Now, I refer to when you were off Sledge Island on the 17th of June?

A. Yes, I know; there were vessels off in the distance, but none that we spoke to or that spoke to us, as I remember it now,

Q. Well, off in the distance, I mean.

A. Yes, sir, there were vessels off in the distance.

Q. State whether or not you were in the ice pack at that time or whether you were in the open lead.

A. We were in open water.

Q. What was the apparent condition at that time with reference to coming in to Nome in the way of being in the ice ahead of you, or whether you were in the open water? [237]

A. I understood, and I believe we could have got in to Nome at that time; I don't know at that time that the captain attempted to get in at all.

Q. Now, I will ask you whether there was ice ahead of you or whether there was open water ahead of you.

A. Just the same as always—always it seemed that

(Testimony of Mrs. Annie N. Casey.)

there was open water; that we were not in any ice at all.

Q. How wide was this lead that you were in then?

A. Well, that I don't know; we were out in the open water, with the ocean ahead of us as far as I could see; you could not see anything else ahead or around us anywheres but the open water—there was open water everywhere from where we stood; that is all I can say.

Q. Now, what did the captain do at that point—did he make any effort on June 17th when you were off Sledge Island to bring his vessel into the port of Nome?

A. I don't just remember now; I guess he just remained there.

Q. Which way did he sail when he did sail from there? A. He sailed south.

Q. South? A. Yes, sir.

Q. Now, state whether or not in sailing south he followed the open lead or whether or not he encountered any ice.

A. No, sir; we were in the open water—in the open sea; I don't think that we encountered any ice at all—we just went right along.

Q. Now, Mrs. Casey, do you know where St. Lawrence Island is?

A. Well, yes, I know when we come to the island that is called St. Lawrence Island in the Pacific, or the Bering Sea—it is quite a large island. I know we were there on this voyage on the "Ohio" that summer. [238]

Q. How long were you on this voyage in the vicin-

(Testimony of Mrs. Annie N. Casey.)

ity of St. Lawrence Island, if you remember?

A. We were there quite a long time; I don't remember just exactly—I think we were there for quite a length of time. If I remember, two weeks or maybe three weeks, I know it was a long time we were around there.

Q. During those times how did the captain navigate the vessel with reference to any attempt to come in to Nome?

A. Well, he didn't try to come into Nome at all—he could have come in to Nome at any time if he had tried; but he didn't try at all.

Q. How much of the time, if any, did he lie at anchor?

A. Oh, I don't know; I can't tell you how long he would lie at anchor, because he was anchored so many times—he would move around for a little while and then he would anchor again there. Really, I couldn't state the numbers of times, but it was dozens and dozens of times he would anchor there.

Q. Do you recall when you went back to Dutch Harbor? A. Yes, sir.

Q. When did you arrive at Dutch Harbor?

A. We arrived there on the 3d of July about noon.

Q. How long did you remain there

A. Until the morning of the 4th—we left there early in the morning; I think sometime about four or five o'clock.

Q. Were there any other vessels at Dutch Harbor at that time?

(Testimony of Mrs. Annie N. Casey.)

A. The Revenue Cutter "McCulloch" was there at the time.

Q. Do you know whether at that time any additional provisions were taken on by the "Ohio" at Dutch Harbor?

A. There was some, I understood; there was a lot of this fish that the natives were catching there, off the docks, laying out there on the dock; they took on [239] quite a lot of that—that I saw them taking on; whether there was anything else I don't know.

Q. Now, when was that with reference to the time of your going back to Dutch Harbor that you were put upon two meals a day, before you went back to Dutch Harbor or afterward—when you were on two meals?

A. I think we were put on two meals a day before we went back to Dutch Harbor.

Q. Do you know whether or not on that voyage the master of the "Ohio" sold any of the ship's supplies to other vessels?

A. Yes, sir; I know that other vessels got supplies from the "Ohio"; I don't remember the dates they got any, but I saw them taking supplies off our boat and taking them in a small boat—a boatload of meats and cases of eggs and a good many cases of other goods. I don't know what was in the other cases.

Q. State whether or not they furnished other boats with eggs.

A. Yes, sir, I know they took off some cases of

(Testimony of Mrs. Annie N. Casey.)

eggs and other case goods—there was boatloads of other provisions.

Q. You know that they furnished other boats with cases of eggs? A. Yes, sir.

Q. What ship did the “Ohio” furnish with provisions, if you know?

A. I am pretty sure that she furnished the “Transit” for one; I don’t know if there were others or not, but I am pretty sure about the “Transit.”

Q. State whether or not that was before or after you had gone back to Dutch Harbor.

A. Before we went to Dutch Harbor. [240]

Q. Now, when you left Dutch Harbor how far did you proceed—how many days had you proceeded to sea before you made anchor again?

A. Before we went to anchor?

Q. Yes.

A. We went to anchor that same day—the day of the 4th, if I remember right. I would not be sure, but that is what I think, that he went to anchor on the day of the 4th of Juny. We left Dutch Harbor very early, and anchored again that same afternoon, I am pretty sure.

Q. Where was the “MacCollouch”?

A. We left the “McColluch” at Dutch Harbor—we expected to leave her at four o’clock that afternoon—that was the expectation that we should leave at four o’clock. *T* The captain of the “MvCollouch” was over to our boat—he lay at anchor a little ways out from Dutch Harbor, you know, and we waited for the captain to come over to our boat, which

(Testimony of Mrs. Annie N. Casey.)

he did, and we left Dutch Harbor at that time with the understanding that we should proceed directly to Nome; that the other boats had made Nome all right and some of them were back on *t* their second voyage, and it was the understanding that we would go direct to Nome at that time.

Q. Do you know whether or not the captain of the "Ohio" proceeded according to that arrangement?

A. No, sir; that was what we understood he was to do at the time, but I have understood since that he did not. We understood that the captain of the "McColloch" gave him his course—

Mr. FULLER.—I object to what was understood—

Q. Where did the captain of the "Ohio" proceed instead of coming according to the "McCulloch's" directions?

A. He went in the *opposit* direction. The "McCulloch" was [241] to meet the "Ohio" at four o'clock that afternoon—

Q. And where—do you know whether or not the captain of the "Ohio" proceeded to the rendezvous agreed upon?

A. No, sir, he did not. He went in the opposite direction in place of where he was to meet the "McCullouch."

Q. When did you next meet the "McCullouch" again?

A. On the morning of the 10th of July.

Q. And that was six days after the captain of the "Ohio" had gotten directions from the captain of the "McCulloch" to lie at anchor at a certain place?

(Testimony of Mrs. Annie N. Casey.)

A. Yes, sir.

Q. What other vessels did you see on the 10th?

A. The Revenue Cutter "Thetis."

Q. Did you hear any conversations between the captains of either of the revenue cutters, "Thetis" or the "McCulloch," and the captain of the "Ohio" when you met on the morning of the 10th of July?

A. Yes, I heard the captain of the "McCulloch" when he first spoke to the "Ohio."

Q. What was said at that time?

A. I heard the captain of the Revenue Cutter "McCulloch" say to the captain of the "Ohio," "where in the — he had been?" using a little stronger language than that, and said to the captain of the "Ohio" "that he had laid around off the island for three days waiting for him."

Q. And what did Capt. Conradi answer?

A. I don't remember just what he answered—I don't remember for certain that he answered at all. He didn't seem to want to have any more conversation with the captain of the "McCulloch" than he could help, or with either of the *captain*, but the captain continued to address him in pretty strong language, and he paid no attention to them, and then he went in off the deck [242] and I didn't hear anything more that was said at the time.

Q. At that point, let me ask you—state whether or not you were in the fog at the time—do you know anything about being in the fog at that place?

A. Yes, sir, we were in the fog there.

Q. Was that after you were in the fog?

(Testimony of Mrs. Annie N. Casey.)

A. I don't remember—I remember that we were in the fog all night the night of the 9th until early in the morning of the 10th we had been in the fog, but at this particular time I don't just recollect whether we were still in the fog or where the fog had rose—

Q. During that fog, state whether or not there had been any other vessels laying at anchor near you.

A. Yes, sir, there was the revenue cutters.

Q. State whether or not you heard the signals from the other boats, being the blowing of whistles or the ringing of bells or otherwise, while lying at anchor during this time.

A. Yes, sir, I heard the whistles from the other boats all during the night of the 9th.

Q. State whether or not the captain of the "Ohio" answered those signals.

A. No, sir, he did not.

Q. Now, how close were you to the "McCulloch" and the "Thetis" when the fog lifted in the morning of the 10th?

A. The "McCulloch" was right over here (indicating)—we were very close—we were so close that I recognized the officers on board.

Q. That is so that you could distinguish them?

A. Yes, sir.

Q. And how far were you from the "Thetis"?
[243]

A. Well, I don't know that I looked for the "Thetis" at that time; I think the "Thetis" was around the bend when I first went on deck, and she came into sight soon after—when she came into sight

(Testimony of Mrs. Annie N. Casey.)

she was—the “Thetis” was over towards the other end of our boat, over here (indicating), but she was a very short distance away.

Q. I will ask you to state whether or not during any time during this voyage the captain of the “Ohio” said anything in your presence with reference to returning to Seattle.

A. Yes, sir, he did. The night before we were captured by the revenue cutters the captain had said that if conditions did not change by the morning he was going back to Seattle—going back to Dutch Harbor and he would there get provisions enough—that he would only have provisions enough to go to Dutch Harbor, and that there he would get provisions and he would then sail for Seattle.

Q. Did he give any reasons why he intended to do that?

A. No, I don’t know that he did. The morning previous, I suppose, if what he had reference to when he could not find what he was looking for to come in to Nome on account of the place being fallen in and destroyed by the earthquake and all of that kind of business that he was talking to the passengers at all times on the ship, you know.

Q. No, I don’t know—what kind of business do you have reference to?

A. Oh, he was talking all the time, telling us all the time that he could not come in to Nome on account of Nome being visited by an earthquake.

Q. Nome? A. Yes, sure. [244]

Q. When did he say that?

(Testimony of Mrs. Annie N. Casey.)

A. Why, the night before we were captured that time by the revenue cutters he said that—only that time, again; he had said it all along, before that for some time that there had been a great earthquake and that was the reason the marks were all so changed and he couldn't find his way in.

Q. What did he say about Nome?

A. That Nome was in the plane of a great earthquake—

Q. What did he say with regard to Nome being in the plane of an earthquake?

A. He said there had been a great earthquake—

Mr. FULLER.—That is objected to as irrelevant and incompetent—there is nothing in the libel about any earthquake, and this is irrelevant testimony.

The COURT.—Overruled.

Q. What did he say about that?

A. Well, he said there had been an earthquake at Nome; that Nome had been all shaken up; that he could not do anything on account of the ice was so great, and that was why he could not proceed on his voyage.

Q. Now, what was done with reference to the revenue cutters *bring* the ship "Ohio" in after they discovered you on the morning of the 10th?

A. Captain Conradi towed along astern of the "Thetis" that afternoon and held a conversation there, and when he came back to the boat he and Captain Henderson of the "McCulloch" went and hailed the captain of the "Thetis" and they came on board the "Ohio," the captains of the "McCulloch" and

(Testimony of Mrs. Annie N. Casey.)

the "Thetis," both of them, and they said, "Now, you get ready to move on into Nome; you are going right through to Nome." And so we did. The captain got up his anchor and we steamed up and [245] came right on through to Nome—we followed the "Thetis" right in to Nome.

Q. Did you hear any conversation between Captain Henderson of the "McCulloch" and Captain Conradi of the "Ohio" with reference to the revenue cutter taking the mail and passengers off if Conradi failed to come through to Nome?

A. No, I didn't hear that conversation; I heard the general rumors to that effect, but I didn't hear then speaking about it myself.

Q. Did you see Mail Inspector McManus aboard the "Ohio"?

A. No, I did not; Mr. McManus was on board the "Thetis," I know; I didn't see him aboard the "Ohio"; I think he was on the "Thetis."

Q. State what the actual condition of the ice was in Bering Sea when you came on through.

A. When we followed the "Thetis" in?

Q. Yes.

A. Something similar to what it had been other years when I came through—there was less at that time, I think, than I had seen previous years; it was a month later, you *mn*ow.

Q. State whether or not the vessel had to buck any ice in getting through the leads that you came through in getting in to Nome at that time.

A. No, sir, the ice was all broken up; she came

(Testimony of Mrs. Annie N. Casey.)

right through without any trouble.

Q. State whether or not the "Thetis" had to buck any ice ahead of you in order to bring you in.

A. No, sir; it did not, because the ice was all broken up into small cakes and slush ice, and there was no reason whatever why we could not come right on through; on each side of the vessel you could see the ice in small cakes, as we came along. [246]

Q. What has been the usual sailing time between the port of Seattle and the port of Nome on those boats that you came in on the first trips?

A. I have always left Seattle on the 1st of June with the exception of one time, when I left on the 2d.

Q. How long did it ordinarily take you to make the trip, on the first trip of the boats?

A. Well, I have got here about—always about the same time—about the 12th of the month; in fact, I think it was a few days shorter than that once, but it was always rather around the 12th of June we arrived here—

Q. Just state the number of days, ordinarily.

A. Well, about the 12th of June—I was out later than that one time, I believe, and one time not so late, but it has always been about that time—the 12th is about what we figure on, to be in Nome about the 12th of June, around there.

Q. Now, what is your business in Nome, Mrs. Casey, and what was it at that time, in 1908?

A. I keep the California Lodging-house.

Q. How long have you maintained that place?

A. Since '99.

(Testimony of Mrs. Annie N. Casey.)

Q. What arrangements, if any, had you made to have your house open for the reception of the passengers on the first fleet of boats that year?

A. I always leave instructions^d with my agent to have the house prepared and ready for the people wanting rooms as soon as they arrive here.

Q. How many beds have you in your house?

A. I had forty-one.

Q. What was your rate of charges per bed per night for that year, 1908? A. Fifty cents a bed.
[247]

Mr. FULLER.—I object to this as immaterial and not within the issues. There is no allegations for special damages.

The COURT.—Objection overruled. The question is already answered.

Q. What do you customarily make or did you customarily make during those years, per day, in the operation of your lodging-house?

Mr. FULLER.—That is objected to as incompetent testimony, and attempting to prove what her damages would be for this time without showing that she knows what conditions were for this particular month in 1908.

The COURT.—Confine your question to this particular year, 1908, and find out if she knows about that time.

Q. State whether or not your lodging-house was open for that year.

A. No, sir; it would not be opened until I arrived. It could not be opened until I arrived myself.

(Testimony of Mrs. Annie N. Casey.)

Q. State what you were damaged by reason of the failure to arrive in Nome and being *caopable* to have your lodging-house open for business on the arrival of the first fleet of boats.

Mr. FULLER.—That is objected to as incompetent testimony, besides there is no allegation in the libel for any special damages. Also, it is not shown that she is qualified to testify for that particular period, when she was not here.

The COURT.—I don't think you had better ask in this wholesale manner, what her damages would be—better find out what her business usually [248] amounted to, per day, or night, and then figure from that. Objection sustained.

Q. What did you charge per bed, per night during that year?

Mr. FULLER.—I renew my objection.

The COURT.—Objection overruled.

A. Fifty cents a night.

Q. State whether or not the year previous, during the early spring, say from *July* 15th to July 11th, you had been able to keep your lodging-house occupied?

Mr. FULLER.—I make the same objection to all this testimony; that it is incompetent testimony.

The COURT.—Objection overruled.

Q. For the year prior, was you or was you not able to keep your lodging-house occupied for the earlier spring months, after the arrival of the first run of boats?

Mr. FULLER.—Same objection.

(Testimony of Mrs. Annie N. Casey.)

The COURT.—Overruled.

A. I have always been able to keep my lodging-house filled, always, for that part of the year, and for all of the summer, for that matter.

Q. State whether or not you were able to keep your lodging-house filled the next year, say from June 15th to July 18th, during those times?

Mr. FULLER.—Same objection.

The COURT.—Same ruling.

A. Yes, sir, my house was full all the time.

Q. I believe you stated that your charged were fifty cents per night?

A. Yes, sir. My profits were about fifty cents per night, as I did all my own work— [249]

Mr. FULLER.—That is objected to as immaterial and irrelevant, not within the issues.

(No ruling.)

Q. Now, what class of customers do you usually have at your place of business, Mrs. Casey?

A. Miners.

Q. How much were you damaged by virtue and on account of the steamship “Ohio” failing to arrive in the due and ordinary course of sailing time this trip?

Mr. FULLER.—Objected to as incompetent, immaterial and calling for the conclusion of the witness and no foundation laid for such testimony. It is calling merely for a matter of opinion.

The COURT.—I think we can make the computation.

(Objection sustained.)

Q. How much did you clear, or would you have

(Testimony of Mrs. Annie N. Casey.)

cleared, per day from your lodging-house, had you been able to arrive in Nome on the steamship "Ohio" in the ordinary sailing time?

Mr. FULLER.—That is objected to as incompetent testimony, and calling for information which can not possibly be given.

The COURT.—I think you had better find out how much expense there was connected with the running of this *business*, the amount of supplies necessary, and so forth.

Q. What was the expense of running your place of *business* during this time, say, per day or per night?

A. Well, it was close to nothing—

Q. Well, ordinarily how much expense did you have in operating your lodging-house—do you own the building yourself, Mrs. Casey?

A. Yes, sir, I own the building. [250]

Q. You owned the furniture, too?

A. Yes, sir, I owned the furniture, also.

Q. State whether or not you were compelled to hire any help in the running of your lodging-house.

A. No, sir, I done my own work.

Q. Now, what would your receipts be from these forty-one beds per day or per night, for that season of the year?

Mr. FULLER.—Same objection.

The COURT.—Same ruling.

A. At least four bits per bed—fifty cents per bed, because some of my lodgers slept during the day and some during the night, part of the time, and I would have double from them at those times. At

(Testimony of Mrs. Annie N. Casey.)

least fifty cents per day from all the beds.

Q. Mrs. Casey, are you acquainted with Mrs. M. Cather, one of the libelants in this case?

A. Yes, sir.

Q. How long have you known her?

A. I think I first saw her in 1908.

Q. Do you know whether or not she was one of the passengers on this voyage?

A. Yes, sir, she was.

Q. First or second-class? A. First.

Q. Do you know what stock, if any, she brought to Nome on that voyage?

A. She had a stock of millinery.

Q. State whether or not you have had any experience with stocks of millinery.

A. I have seen many.

Q. Have you handled millinery? A. Yes, sir.

Q. Do you know—I will ask you if you ever examined the stock of millinery that Mrs. McCather brought to Nome [251] that year?

A. Yes, sir, I looked it all over.

Q. And what kind of stock did she have?

A. She had a very fine stock, indeed. I should judge one of the finest stocks of millinery that ever came to Nome—one of the best I ever saw in Nome, anyway.

Q. How long have you lived in Nome?

A. Since '99 I came in here.

Q. Have lived here continuously during that time?

A. Well, I have been out a number of times, several winters.

(Testimony of Mrs. Annie N. Casey.)

Q. Well, during the summer seasons?

A. I have been here every summer season during that time except one season I was outside for six weeks.

Q. State to the Court what the line of millinery brought to Nome by Mrs. Cather consisted of.

A. Well, a regular line of millinery—hats, trimmings—flowers and feathers, and trimmings of all sorts.

Q. What, if anything, do you say with regard to the grade of hats that were brought in by this lady—were they summer hats or fall or winter hats?

A. They were the spring of 1908 hats.

Q. And what was the value of those hats, if you know?

A. Well, some of them were very expensive—some of them were as high as a hundred and twenty-five dollars apiece while others were cheaper, of course; it was a very good, first-class stock.

Q. I will ask you if that stock was unpacked in Nome, and whether you made an examination of the stock.

A. I did.

Q. I will ask you if you afterward secured some of that stock, or if it was turned over to you.

A. I did.

Q. I will ask you in a general way what the value of [252] that stock of millinery was that was brought to Nome by Mrs. McCather that spring? Do you know—that is the inquiry, first, whether or not you know.

A. Yes, sir, I know in a general way.

(Testimony of Mrs. Annie N. Casey.)

Mr. FULLER.—I will ask the Court to be *allowed* ask the witness some questions as to her qualifications to state the value of this stock.

The COURT.—Proceed.

(By Mr. FULLER.)

Q. You are a milliner?

A. I have had some experience; yes.

Q. Here in Nome?

A. Yes, and outside, also. I learned the business outside; I haven't had much experience since I have lived here in Nome, but I have some of the stock that she left here with me to sell for her, up in my house, now—well, some that I bought from her to sell, myself; some of it I have sold and some of it I have still, on hands.

Q. How long before 1908 had you been in the business of buying and selling millinery in Nome?

A. Well, I would not say that I had been in the business of buying and selling at all since I have been here in Nome, but I have had a good deal of experience in her place, after she got here, and with some of her goods.

Q. Have you had any experience in the buying or selling of goods on the outside?

A. No, only in selling them for other parties; I bought them myself.

Q. Well, you had no experience in buying these goods outside, had you? A. No, sir.

Q. You don't know anything about the original cost of these goods? [253]

A. No, I could not say as to that.

(Testimony of Mrs. Annie N. Casey.)

Mr. FULLER.—If the Court please, I don't think the witness has shown herself qualified to testify to the value of this stock, and I object to the question propounded by Mr. Scofield being answered.

(By Mr. SCHOFIELD.)

Q. Do you know what the value of millinery has been here in Nome in the spring of the year?

A. Merely that it was higher here then—I know that all kinds of goods—that they always are, and especially millinery.

Mr. FULLER.—I move to strike out the answer as not responsive to the question.

The COURT.—Motion denied.

Q. What was the value of this stock at Nome selling prices had it arrived in Nome on or about the 15th or 20th of June, 1908?

Mr. FULLER.—The question is objected to on the grounds that it is incompetent, and the witness has not shown herself qualified to answer the question, and certainly it should not be received under the pleadings.

The COURT.—I think she could answer approximately what the value of the stock of goods was especially that portion of it that was assigned to her. Objection overruled.

Q. What would that stock have been worth here in Nome had it arrived in Nome on or about the 15th to the 20th of June, 1908?

A. I think it would have been worth about five or six thousand dollars if it could have been disposed of in time, but when it did arrive, all millinery was

(Testimony of Mrs. Annie N. Casey.)

[254] knocked down at all the stores, and she could not sell her stock for any price at all, it was so late.

Q. Do you know of any other sales of millinery having taken place in Nome prior to her arrival here that season?

A. Well, the Ames Mercantile had millinery goods here that spring, and they had just marked them down away below cost when she came, and Madame Tiery, I believe, was here and had her stock disposed of, and soon as Mrs. Cather arrived here they all cut their prices down again, and left her nothing to do—Mme. Tiery, I believe had disposed of her stock and was reshipping the remainder outside again—if I recollect right that year—

Q. Do you know what boat Mme. Tiery came to Nome on?

A. No, I don't know what boat she arrived on.

Q. Do you know whether or not she reshipped her stock from Nome?

A. Yes, as I said I believe she did that spring.

Q. What became of this Mrs. Cather's stock?

A. Well, she took part of it—the biggest part of it back with her to the outside, and part of it she left with me.

Q. I will ask you if you had occasion to purchase anything from her after her arrival here, and after she had opened up her place of business in Nome, any portion of her millinery?

A. Yes, sir; I purchased a hat and she fixed up a hat for me also.

Q. What price did *you* have to pay for your hat in

(Testimony of Mrs. Annie N. Casey.)

comparison to the price you would have paid had you bought it earlier in the season?

Mr. FULLER.—That is objected to as incompetent, irrelevant and immaterial testimony, and [255] not based upon any competent testimony, particularly as to the value of any particular sales that were made. That would be no basis for the sales of the entire or any other part of the stock.

Mr. SCHOFIELD.—I will withdraw that question.

Q. To what extent, if any, did this stock depreciate by reason of its not having been in Nome for the opening of the spring trade, to wit, on or about the 15th of June, 1908?

Mr. FULLER.—Objected to as incompetent. This witness would not be qualified because she don't know the original value of the stock, and this cannot be within her knowledge of what the stock would have been worth at that time.

The COURT.—She might know of some sales.

Mr. FULLER.—It would simply then be her testimony of what particular sales she knows of herself, and the rest would be simply hearsay testimony. The testimony is incompetent for that reason.

The COURT.—Objection overruled.

Q. Do you know how much that stock had depreciated by virtue of not having arrived in Nome at the opening of the Nome market, say on or about between the 15th and 20th of June, 1908?

A. Well, the other stores were all selling out—

Mr. FULLER.—I desire to interpose the same objection.

(Testimony of Mrs. Annie N. Casey.)

The COURT.—Same ruling.

A. Well, the other stores were all marked down to half price—

The COURT.—I didn't hear the answer—

A. I do not think that hers would be worth any more. [256]

The COURT.—Repeat your answer; I didn't hear it.

A. I said that the other stores in the town were selling at half price, knocked down to have and less than half price when she came here—I remember the Mutual Mercantile, that used to be the Ames Mercantile, in particular were having marked down price sales—and hats were being sold off there for five dollars that would be worth twelve and fifteen dollars on the opening of the season, and from that you can judge that there was not much for this lady to do with her stock—she just couldn't sell it at all because everybody had got their spring hats when she arrived, and there was no demand at all for them—

Mr. FULLER.—If the Court please, I move to strike out this answer of the witness as not responsive to the question. The question was if she knew how much the stock had depreciated—

The COURT.—Well, what others were doing with the same kind of stocks is some criterion, of course. Motion denied.

Q. Now, Mrs. Casey, I will ask you *I will ask you* what the depreciation actually would be in ladies' spring hats, out of season, brought in in the middle of July.

(Testimony of Mrs. Annie N. Casey.)

Mr. FULLER.—Same objection.

The COURT.—Objection overruled.

A. Well, they would not be worth anything to me.

Q. What is the depreciation in *that* class of goods ordinarily, that is, as to all other ladies—considering that they were spring styles of hats and this was in the middle of July—what is the depreciation? is it or is it not more than in other classes of merchandise?

A. Yes, sir, it is, considerably more. [257]

Q. If it had been on the market in time, and if it did not arrive until after the market was closed, practically for that class of merchandise?

Mr. FULLER.—That is objected to as incompetent, and no foundation having been laid for this witness' testimony.

The COURT.—Objection overruled.

A. Well, it would depreciate a great deal, because no lady would be wanting to buy any of last season's hats, you know—I do not think it could be sold for anything—any way, if it was sold at all it would have to be very cheap. No lady would be wanting to wear a last season's hat, you know.

Q. Now, what finally became of this stock of goods?

A. She took some of it back outside with her and some of it she left with me.

Q. State whether or not the portion of the stock that she left with you *as* ever been saleable stock.

A. No, sir.

Q. State whether or not that stock is still in Nome.

(Testimony of Mrs. Annie N. Casey.)

A. Well, I can say that I couldn't even give away the part that I have—I could not sell it—perhaps I have a portion of it yet. Some of it I have *managed* sell or almost give away a very small portion of it.

Q. State whether or not you have been able to dispose of the portion of this stock that was turned over to you.

A. No, sir, I don't think that I ever have sold three hats in all—I could not sell any of them at all I have offered to sell them for anything I could get for them—any price at all, but I have not been able to sell them at all.

Q. What prices have you received for those particular hats that you have sold with reference to their true [258] *value of hats were could they have been sold upon the Nome spring market in 1908?*

Mr. FULLER.—That is objected to as incompetent.

The COURT.—Objection overruled.

A. I sold one hat for ten dollars that would have brought at least twenty-five dollars.

Q. Where is that stock now?

A. I really don't know where that stock is now—I haven't kept track of it for a year or so.

Q. How long did you keep it?

A. I kept it until I was going out the next fall—I kept it for about a year.

Q. For one year? A. Yes.

Q. Do you know whether or not Mrs. Cather paid first-class passage?

(Testimony of Mrs. Annie N. Casey.)

A. Yes, sir; she was in my stateroom.

Mr. SCHOFIELD.—You may cross-examine the witness. [259]

Cross-examined.

(By Mr. FULLER.)

Q. Did you open a milinery store after you got this stock of goods?

A. Yes, sir; I had it down at my place, and advertised it from there.

Q. Well, did you have a regular shop window displaying it?

A. Well, I had it on one of my own tables.

Q. On the second floor? A. Yes, sir.

Q. You never had any regular store, any regular milinery store? A. No, sir; I did not.

Q. The only effort you made to sell this stock of goods was from your own place or office of your lodging-house, on the second floor?

A. Yes, and advertising the selling of it from there.

Q. Your lodging-house, forty-one rooms, I believe, you said you had?

A. Oh, no; forty-one beds, I said.

Q. Forty-one beds? A. Yes.

Q. And you say that that was all clear *rp*ofit, fifty cents a piece, was it?

A. Well, at that time of the year it was, because many of them slept during the daytime, and many others slept during the night, and I had no expense at all in running the place, because I done all my own work, and so that was all clear, at that time of the year.

(Testimony of Mrs. Annie N. Casey.)

Q. You kind of think that you would have done that that year?

A. I feel very positive that I would have done that that year, too.

Q. Of course, you don't know what you would have done—of course, you cannot know that, positively?
[260]

A. Well, I am pretty sure of it, because I have had the same class of men stopping in my house for years before that, and since that, ever since I have been in the country—they have always come to my house when they first arrived in the town, and they, of course, have always filled my house up, and I know when I came in that summer they had all found rooms elsewhere.

Q. Did you open your house that year?

A. Yes, I opened it when I came in.

Q. I understood you it was opened by your agent when you came in—before you came in?

A. If you understood that, you understood wrong, because that is not the case; I opened it when I came in, myself. I do not think I said that it was opened before I came in, at all; I opened it myself, later on.

Q. Didn't you say in answer to Mr. Scofield before that you started up on the 10th of June?

A. The 10th of July.

Q. Now, at the time you came in to Nome did you see any ice out here in Bering Sea, after you started in on the 10th of July?

A. On the 10th of July—when we started in from where the revenue cutter captured us?

(Testimony of Mrs. Annie N. Casey.)

Q. Yes.

A. No, sir, there was no ice to speak of, except this beoken up ice—it was this slush ice that was along the coast; nothing to cause us any danger at all; we came through it very easily, nothing to cause any danger or uneasiness at all.

Q. How near along the coast was it, or how thick along the coast?

A. Oh, I didn't pay very much attention to that; I knew that we were coming in then and felt all right and I [261] paid no more attention to the ice or anything except that I knew we were surely on our way in.

Q. You knew that there was ice out there?

A. I knew it in a general way that it was out there along the coast—there were some cakes of ice in the water, I knew, but they were all broken up and moving along with the water.

Q. Floating in cakes? A. Yes, sir.

Q. How big were the cakes?

A. I do not know that.

Q. How much were they above the water?

A. I do not know that; I didn't measure them.

Q. Well, how large were they—you saw them? you were coming through these cakes of ice, so you must have some idea of the size of them, haven't you?

A. Well, I paid no particular attention to them, but some of them I know were quite large—some as large as this table, perhaps, and some smaller—some perhaps larger, and again there was broken up ice where it was all accumulated together, large and small, together.

(Testimony of Mrs. Annie N. Casey.)

Q. How long were you coming in here from Seattle in 1907?

A. I don't remember the number of days, exactly, in 1907—how many days we were.

Q. How long were you in 1906, do you remember?

A. No, I don't remember any of the different years the exact number of days, but I know I have come in here always about the 12th, most all of the times. Except one of the times that I remember it was longer it took us to come in, but I don't remember what year it was now.

Q. You know, however, that none of the first boats didn't get in here that year, in 1908, until long after the 12th, don't you? [262]

A. Yes, I know they didn't get in all of them that year—

Q. And you also know that the first boats don't always get in until after the 12th, a good many years, don't you?

A. Yes, I know that they don't always get in here as early as the 12th, but I know that they always get in a few days after the 12th, any way.

Q. Well, you know other years than the year you didn't get in on the 12th, that they didn't get in as early as the 12th.

A. Yes, but they always get in a few days thereafter.

Q. That is, some of them do?

A. Well, all except the "Ohio"—

Q. But you also know that in other years the "Ohio" has got in here as early as any of the other

(Testimony of Mrs. Annie N. Casey.)

boats, don't you? A. Yes, sir.

Q. And you have known other vessels as late as the "Ohio"? A. No, sir, I do not.

Q. And that they have been out a much longer time than the "Ohio"?

A. Well, I would not say that there were not others that was out any longer than the "Ohio."

Q. You have known of that fact, however, have you not?

A. I do not know that any boat was out longer than the "Ohio"; I don't know of my own knowledge that they were out longer than the "Ohio."

Q. Don't you remember the year that the "Jeanie" was so long getting in here—you remember that, do you not, when the "Bear" went out in search of her—you remember that—the "Jeanie" and the "Portland"?

A. Well, that may be, but I would not like to swear that she was out longer, because I did not pay any particular attention to the dates, you know—no special [263] attention, you know, and I could not swear on oath what time the "Jeanie" got in. I remember there were fears for her, all right, and that she was in the ice, too, I heard, when they found her. Otherwise, I was paying no special attention, you know, and forget the dates, only that the "Jeanie" and "Portland" were out.

Q. Just want to forget that now, do you—I just asked *ou* if you remembered it. I didn't ask you when it was she came in.

A. No, I remember that the "Jeanie" was out in the

(Testimony of Mrs. Annie N. Casey.)

ice in Bering Sea at one time, but that is all I do remember—I do not remember how long she was out.

Q. Well, don't you remember that the "Jeanie" left Seattle some time in April, and that she didn't get in here until that fall?

A. No, I do not remember those dates at all.

Q. You don't remember that?

A. Oh, yes, but I do not remember the dates at all.

Q. Now, what reasons have you for saying that the "Ohio" tried to keep away from the ice?

A. I had reasons when I say that he did, from what I saw, for I saw that he did. And I had no reason to believe that he tried to find a passage, to get in here on time, or made any attempts at all. He seemed to lay out there, all the time, in the water, and didn't seem to make any efforts, at all, so far as I know. Of course, we were all very anxious to get in, and we paid particular attention to the way he was acting, and we was always anxious whether he was going to get in at all or not, and we was on the look out, those of us that had been here before—

Q. Do you know whether he could have got in if he had been looking for the ice?

A. I believe that he could, yes, sir. [264]

Q. Do you know whether he could or not?

A. I only know from the fact that the other boats got in.

Q. You also know that the others got in with their vessels damaged, do you not?

A. No, sir, I do not know anything about that, at all.

(Testimony of Mrs. Annie N. Casey.)

Q. Now, you said that other boats purchased supplies from the "Ohio's" stores, on that voyage?

Mr. SCHOFIELD.—That is objected to as assuming something that there is no evidence of as yet, that other boats—

The COURT.—The witness has already testified that she *kne* of no other vessels besides the "Transit."

Mr. SCHOFIELD.—The witness testified that they gave provisions—I do not think, *you* Honor, that she has testified that they purchased supplies; she knows nothing about that.

The WITNESS.—I can't remember what others—

Q. Well, did you ever hear of any others?

A. No, I can't testify as to that—

Q. You know, however, that the "Transit" got supplies from the "Ohio"?

A. I remember seeing boat loads of meats and goods going over, I believe, it was to the "Transit."

Q. You did see some meat going over to the "Transit"?

A. Yes, sir, and some cases of goods, I believe to the "Transit" and other boats, to my recollection, but I do not recall the name of the other boats.

Q. What else did you see going?

A. Well, that was all that I particularly noticed.

Q. Did you see any flour go over to the "Transit"?

A. I don't remember that. [265]

Q. But you did see some other meats and provisions?

A. I saw meat and cases of goods—I didn't watch the stuff, you know.

(Testimony of Mrs. Annie N. Casey.)

Q. When was that?

A. When we was out here in the open water, before we went to Dutch Harbor.

Q. How long before?

A. I don't remember how many days before we went, but it was some time before—I have no idea just how long it was.

Q. It was quite a long time before, however?

A. Yes, it was quite a good many days before.

Q. Well, there was plenty of provisions on the boat for some days after that, was there not, on the "Ohio"?

A. Well, I don't remember just how long it was before the provisions gave out, how long previous it was, but it was not at that time—at that particular time, I do not believe.

Q. You had three meals a day until what time before that?

A. It was about a week before we went to Dutch Harbor, I believe.

Q. And then you had only two? A. Two.

Q. And then you had only crackers instead of bread?

A. Crackers—crackers—that was all I could see—crackers and hard tack. They had hard tack bread at one time, but I forget just when it was. I presume it was about the time we were leaving for Dutch Harbor, because people could not help themselves, but I hoped to forget it—I have tried to—I never wanted to hear tell of it again.

Q. Well, after trying to forget it for three years'

(Testimony of Mrs. Annie N. Casey.)

time, then your recollection is not very distinct, is it? [266]

A. Yes, sir, if I live for a hundred years I know I never will be able to forget that hard crackers for bread and the hard tack.

Q. Well, there is just as much nourishment in them as there is in bread, is there not?

A. Well, that I could not tell you.

Q. Well, if you did not eat them—

A. No, I did not eat them—I did not like them—

Q. You did not eat them at all, then?

A. Well, very little of them.

Q. There was plenty of hard tack, was there not, and crackers?

A. YYou never could tell that by me, Judge. I got all of them I wanted, because I didn't want any.

Q. Now, when you were at Sledge Island on the 17th or 18th of June, you could see land ahead of you, you say? A. Yes, sir, we could see land.

Q. Was there any obstruction at all between you and the land, do you know?

A. There was not—you mean previous to the time we were coming in?

Q. No, when you were near there on the 17th or 18th of June? You could see the surface of the land out ahead of you, but could you see the surface of the *w* water so as to tell whether there was ice packs ahead of you and between you and the shore?

A. You could not see all the space between—

Q. Well, now, is it not a fact that you do not know whether it was the surface of the land at the coast

(Testimony of Mrs. Annie N. Casey.)

that you saw, but that you saw the mountains back of the coast?

A. Of course, you can see the mountains—

Q. Is it not a fact that *you* can see the mountains long before you can see the shore?

A. Yes, sir, of course. [267]

Q. And *it is* not also a fact that there may have been large floes of ice in between the vessel and the shore which you could not see?

A. It might have been, but so far as we could see ahead of us we was in clear water.

Q. Well, you were in the open water at the time, you say?

A. Yes, sir, we were in the open water; the boat was, I know that.

Q. But so far as you know there may have been large ice floes between you and the shore off Nome?

A. It might have been, but I should think we could see them in clear weather.

Q. You don't know whether there was or not?

A. No, sir.

Q. Only that it was open water where you were?

A. Yes, sir.

Mr. FULLER.—That is all. [268]

Redirect Examination.

(By Mr. SCHOFIELD.)

Q. You spoke about the “Jeanie” and the “Portland.” Now, is it not a fact that at the time the “Jeanie” and the “Portland” didn't get in here on their ordinary sailing time was the time when they got caught in the ice of the Arctic Ocean and went

(Testimony of Mrs. Annie N. Casey.)

through the Straits with the Arctic Ocean ice?

A. I do not know anything about that now; I have heard the talk about it and I remember when they did not get in, and there was so much talk about it, but just what I have heard others speaking about it, at the time, is all I know about it.

Q. Well, you do recollect that they were caught in the Arctic Ocean ice, do you not?

A. Yes, I recollect that they were.

Q. And you recollect about the great talk there was for their safety, and the talk about them going through the Straits?

A. Yes, I remember there was considerable talk about it that they would never get back again, but I do not know anything about it for sure, only what I heard others talking about it, the general talk there was around the town, and that was what I understood—that they were lost in the Arctic Ocean.

Mr. SCHOFIELD.—That is all.

Mr. FULLER.—That is all.

(Witness excused.) [269]

[Testimony of Hugh Beveridge, for Libelants.]

Mr. HUGH BEVERIDGE, a witness on behalf of the libelants, having been duly sworn, testified as follows:

(By Mr. SCHOFIELD.)

Q. State your name.

A. Hugh Beveridge.

Q. Were you one of the passengers on the steamship "Ohio," leaving Seattle on the 1st of June, 1908, and arriving in the port of Nome July 11th, 1908?

(Testimony of Hugh Beveridge.)

A. Yes, sir.

Q. How much did you pay for your ticket?

A. I think, if I remember right it was thirty-five dollars.

Q. Do you recollect, Captain Beveridge, about the time you encountered the first ice on that voyage, after you came through the Pass?

A. Well, no, I don't remember just when we encountered ice, but I know we found ice more or less, a little ice all the way up to St. Lawrence Island, and at the Island we struck into the clear water again. Then for a while he would lay there at anchor, and then towards morning then he would heave up his anchor again, and skirt around the edge of the ice, skirt around and then he would come back again, and then the anchor would *he* hauled down again and we would lay there again at anchor, maybe, another twenty-four hours, or less. And then the next afternoon the captain would go through the same manœuvres again—heave up the anchor and skirt around again for *while*, and we done that for two weeks' time, regular, and never made the least headway on our voyage during the whole of that time, just laying around there in the clear water; I never could know what he meant by it, myself. And I've been to sea most all my life, too—

Q. Did you speak any vessels there at that place?

A. Well, I just disremember—it seems to me that we did meet one vessel that he gave some beef, and other [270] stuff to—

Q. What vessel was that?

(Testimony of Hugh Beveridge.)

A. Why, I just disremember the name right this minute—

Q. Was it the “Transit”—was that the name of it?

A. Well, I think it is but I wouldn't swear to the name—I don't just recollect now what the name of her was.

Q. How much beef did the captain give to that vessel?

A. Well, I could not just recollect how much he *he* let them have. I seen he let them have some beef, but I didn't pay any particular notice to how much it was.

Q. Did he let them have any provisions, do you recollect, besides the beef?

A. It seems to me that some eggs went aboard of her and some other case stuff.

Q. Do you remember any particular goods that went aboard the other vessel?

A. Well, no, I don't; I don't remember any particular stuff, what it was, except I recollect there was some beef, and I think there was some eggs, too, but I ain't going to be sure about that.

Q. You did not pay any particular attention to them?

A. No, I didn't pay any particular attention to it.

Q. Now, I will ask you if you remember on or about the 17th of June being at some point off Sledge Island, on this voyage?

A. Yes, I remember that.

Q. Now, state to the Court what the conditions were with reference to being in the open lead, or being in the ice pack, or getting out in the open.

(Testimony of Hugh Beveridge.)

A. Well, there was more or less loose ice, but he didn't have to pretend to buck the loose ice consequently all we had to do was to keep on sailing around and find our way in, but instead of that, he went back to our old sailing ground there off St. Lawrence Island [271] and anchored there again, and kept there.

Q. State whether or not you were in open water when you were off Sledge Island.

A. Well, I think it would have been an open lead, or something like that—it looked like that to me.

Q. What is your business, Captain?

A. Ship master for years, sir.

Q. For how long have you been a ship's master?

A. I have been twenty-five years master of wind jammers and big ships.

Q. Did you ever cruise in the Bering Sea?

A. Well, only since I have been up here—yes, I have been around the Bering Sea, up around the Aleutian Islands, and up here to Cape Prince of Wales.

Q. Did you ever come in while in charge of any ships that came into the ice?

A. Yes, I have. I have had charge of a ship in the ice.

Q. Now, if you did, I will ask you to state to the Court what conversations, if any, you had with Capt. Conradi as to the reason he did not come on in to Nome from Sledge Island.

A. No, sir, I never spoke to the man at all. The only conversation with him or him with me at all was

(Testimony of Hugh Beveridge.)

when he came down in the steerage, and when I told him I thought he was out of his latitude—he came down into the steerage and was blowing around to certain of the steerage passengers, and I said then that he was out of his latitude; that was all the time I ever spoke to the man at all.

Q. Now, after you left and went away from the vicinity of Sledge Island, which way did you go—which way did you leave, in what direction?

A. Well—

Q. (Interrupting.) Towards Nome, or away to the southward? [272]

A. Well, we went back out towards St. Lawrence Island, to our old place where we had anchored so long.

Q. How long did you remain at anchor there?

A. Well, it seems to me we anchored altogether eighty-nine times on that trip.

Q. Eighty-nine times? A. Yes, sir.

Q. Now, at the times that you were at anchorage, state whether or not it was on account of the ice conditions.

A. Well, no; I can't say that it was. She was in more or less loose ice—some pieces bigger than others, but it was all more or less getting broken up and rotten at that time.

Q. How long did you lie at anchorage in the vicinity of Sledge Island on account of the ice conditions alone? A. Well, let me see—at Sledge Island—

Q. (Interrupting.) At St. Lawrence Island, I should have said.

(Testimony of Hugh Beveridge.)

A. Well, I have an idea that we was around there for about two weeks—it was about two weeks—I should think it was, any way.

Q. What effort, Captain Beveridge, did Captain Conradi of the steamship “Ohio” make to bring his ship to Nome?

A. Well, he didn’t seem to me as though he made any effort; he could not make any in the manner that I saw he was doing. He would start out towards a lead, out in the ice, through the loose ice, and would go around about in a circle and come back and drop his anchor again, and lay there.

Q. And how long would he lie there then?

A. Well, then, as I say, he would lie there until towards the next morning; then do the same thing over again—we done that same thing over and over again for two weeks, I should judge. [273]

Q. Then where did you go?

A. Well, we went back to Dutch Harbor.

Q. What was the reason for going back to Dutch Harbor, if you know?

A. Well, I don’t know—it seemed to be a kind of a foolish arrangement to me—instead of looking for an opening to get in to Nome to go back to Dutch Harbor.

Q. Do you know whether or not any provisions were taken on at Dutch Harbor?

A. Well, I could not say as regards that; all I wanted was I thought she had better come on towards Nome, and had better come in to Nome—I was getting tired of staying aboard the boat so long—

(Testimony of Hugh Beveridge.)

Q. When did you arrive at Dutch Harbor again?

A. Well, it seems to me that we got there in one night, as near as I remember.

Q. Did you meet any ships at Dutch Harbor?

A. Yes, sir.

Q. What ship, if any, did you see there?

A. Well, I just disremember the names of the ships.

Q. Do you remember—would you recognize the names of the ships, do you think? Do you remember that you met the Revenue Cutter “McCulloch” there?

A. Well, yes, I think it was; I think it was the Government boat, the “McCulloch” that we saw there—I think it was.

Q. Where did you sail to from Dutch Harbor, at that time?

A. Well, we came back to our old fishing ground, off St. Lawrence Island—we came back there, if I remember right, and finally the revenue cutters picked us up.

Q. What revenue cutters?

A. Well, the “McCulloch” and the “Thetis,” I think it was.

Q. Did you hear any conversation between the captain of the “Thetis” and Captain Conradi with reference to why [274] he did not bring his ship in to Nome?

A. Well, yes, and he said—they had kind of a hot talk there—he hailed the old fellow and he *ways* he didn’t see why he hadn’t come in to Nome—and he didn’t talk very nice to him, either. He called him

(Testimony of Hugh Beveridge.)

“an old sore head” and “an old fool,” and he says to him, “Where have you been these last four or five days”? And old Conradi he sings out “that he had been trying to get through the ice.” Then he ordered to come aboard, and sent a boat for him to come aboard and he went aboard, and then I don’t know what transpired—I think they ended up their talk aboard—and I don’t know how they made out; I didn’t hear the end of it, what happened after he went on board, anyhow; all I know is that when he ordered him *to went* on board.

Q. Now, I will ask you if you recollect lying in the fog at any point near St. Lawrence Island?

A. I know we was in fog several times.

Q. Do you know anything about any vessels signaling to the “Ohio,” and the “Ohio” making no responses, or anything of that kind?

A. Well, I never took any notice—they may have signalled but I didn’t take notice.

Q. You didn’t pay any attention to it?

A. No, I didn’t pay any attention to it.

Q. Now, Captain, during the time that you were put upon two meals a day, just state to the Court what class of food was furnished you down in the steerage.

A. Well, I will tell you, Judge, the food down there was bad, any way—bread and bacon, and when they cut us down to two meals a day, they gave us some meat and filled us up with some water, some salt junk and [275] some flour, and we used to make up what sailors call “skilligree,” and then we had some

(Testimony of Hugh Beveridge.)

hard tack, and that was about all.

Q. State whether or not you had any bread during that period.

A. Hard yack we had to eat, and then we had tea and coffee.

Q. What was the nature and character of the meat that was given you? A. Well, the meat was bad.

Q. What do you mean by that?

A. Well, it was kind of turned green—I never used to eat much of that during that time; I used to go without food, rather than eat it.

Q. Well, you say *kit* was “turned green.” State what you mean, whether or not it was tainted.

A. Tainted; yes, sir.

Q. Did the meat give off an odor?

A. Yes, sir, some pretty bad smell to it, and a worse taste—pretty bad grub, Judge.

Q. I will ask you if you know anything about the ship being damaged by having one of her plates stove in?

A. Yes, that was when the water come into the steerage—

Q. What kind of a day was it when this happened, if you remember, Captain?

A. It was a fine day and the sun was shining.

Q. State whether or not there was any storm on the ocean at that time, or if the ocean was rough.

A. No, sir, it was perfectly smooth; there was some loose ice about the ship at the time.

Q. Was the ship under way or lying still?

A. The ship was lying still at the time—she was

(Testimony of Hugh Beveridge.)

anchored—just lying still—she had to lie still when she was at [276] anchor, you know. This was during one of the times when she was anchored out there, and everything was still, and there was a kind of a chunk of ice—a chunk about twenty feet long, I should suppose, came by and rolled up against the ship—

Q. (Interrupting.) Did you see it, Captain?

A. Yes, sir; I stood on the deck there and saw it—there was a piece of ice broke off another piece of ice that was a hundred feet away, I should judge, at the time—maybe, about twenty feet long and ten feet or something like that; it seemed to have kind of slaked off out there—maybe a hundred feet or so, and just slopped off this big piece of ice—it come off with a kind of a sound into the water, and when it broke off it went down under the water for a few seconds, you know, and when it came up again, pretty soon, it come along, after that, nearer to our ship's sides, and it just come along and hit the side of our boat about the water-line.

Q. Where did it strike the vessel?

A. Just midway between the beam on the starboard side.

Q. How near the water-line?

A. Well, right near the water-line, *so the least* so the least slop would slop in. Then, of course, with the rush I went down to see it, and looked at it.

Q. Now, just before getting to that, Captain—you say you say this cake of ice coming towards the vessel at the time, from the top of the deck?

(Testimony of Hugh Beveridge.)

A. Yes, sir; I was on deck at the time.

Q. You saw it when it broke off—

A. Yes, it slid off the chunk—I suppose this piece was about five feet high, and it just slid off and sunk, and then when it came up, then it was coming towards the ship—I wondered at the time why they—they didn't [277] run ahead a little, or back her up the least bit, or at least try to pick her up midway. I stood there looking at it, and the officers on deck stood looking at it with me when she broke away from this ice hummock a little ways off, when she just slid off this hummock and sunk, and then when she came up again she come towards our ship—you know.

Q. About twenty-five feet long, you say?

A. Well, I should judge so; yes, twenty or twenty-five feet.

Q. Now, I will ask you—you may state whether or not it made any particular jar to the vessel when struck.

A. Well, it did hit with a kind of a thump—that was all I heard, any way—just a kind of a thump against the side of her—

Q. Now, I will ask you if at that time you thought of any danger to the ship?

A. Why, no; I didn't think of any—I knew when I seen it break off, and if I could have reached out and pushed it off. It didn't look very big to me, at the time—and I didn't think there was going to be any danger at all—only thing the chief engineer went at it to stop the leak because the *the* men were going to work gathering together their bedding because the

(Testimony of Hugh Beveridge.)

water was coming in, so the only thing was, if it had got any time, it would have filled the steerage—so they got to work and stopped the leak all right.

Q. State whether or not it was sufficient to delay her on her voyage at all.

A. Well, yes, more or less it would because there was more or less of a hole in the side of her—you could stand right there and look at it.

Q. Where was it with reference to the floor of the deck steerage—of the steerage deck? [278]

A. It was not very far below there—I know I went down and looked at it.

Q. How close did you go to it?

A. Oh, I went—I was only about as far as from me to this table here—only about three feet, or something like that, I should say.

Q. How big a hole *was* it?

A. Well, the hole I know looked like a kind of a three-cornered arrangement—looked like it had been kind of pushed out, more from the top of the plate, where they are riveted into their place; looked to me like it was kind of pushed out, or gouged out for about, I should think, it was six inches or so, in a place that was kind of a three-cornered arrangement, like.

Q. Could you tell from looking at the hole in the blade whether the break went clear across the *thw* blade or not?

A. Well, it looked like that to me.

Q. What was the condition of the plate where you observed?

(Testimony of Hugh Beveridge.)

A. Well, it looked old, like—like old iron looks when it is old—looks like if you gave it a punch it would crumble off—looked old and rusty, more like an old iron pot, all rusted out.

Q. Now, with regard to the meals that were given to you on board the ship, during the time when you were on the short rations, state whether you secured enough provisions at that time, what you needed for food.

A. No, sir, they did not; I used to get hungry; I didn't get enough to eat. I didn't used to get enough there to eat in the day, and would go to my bunk hungry at night. It might have been enough to eat if the meat hadn't been spoiled and we could eat it, but I didn't get enough of what I could eat so I was pretty nearly [279] always hungry; it was the worst ever I saw.

Q. How long have you been to sea, Captain?

A. I went to sea in 1855.

Q. How long did you continue at sea—how many years have you been at sea?

A. Well, I went to sea in 1855 and until 1898, when I came up to this country, I continued to go to sea.

Q. How did the food that you received on the "Ohio" during the time you were on short rations compare with the food you have received on other vessels during all those years?

A. Well, we used to get aboard the old wind jammers—I never while I was aboard any old wind jammer get what we got on board this ship coming

(Testimony of Hugh Beveridge.)

up here that year, except the hard tack—it was something like we used to get on an old wind jammer when we had been out to sea for about nine months or so, all except this meat arrangement—skillargaree, we called it, was nothing like that we had on this ship, because it wasn't made out of rotten meat. The best boat that ever I followed will sometimes have something like this when there comes on a blow or a bad storm, when we considered ourselves lucky if we got anything to eat at all, and this was as bad as ever it was on a ship them times.

Mr. SCHOFIELD.—Take the witness. [280]

Cross-examined.

(By Mr. FULLER.)

Q. There was plenty of provisions, such as it was, wasn't there, Captain?

A. Yes, but you could not eat it—I could not eat it, and I have had to eat all sorts, but I could not eat that.

Q. On the old sailing vessels where you sailed you had salt horse, didn't you?

A. Yes, sir; a sailor led a pretty hard life in those days, all right, Judge—we had no meat at all sometimes when we were out in a wind storm, but the food we had was good. I went to sea mighty young, and it was pretty hard fare we had those days, but it was good compared with this, Judge; I'll say that. I went *to* young to sea. I was always hungry those days, you know,—

Q. Now, this hole was closed up at once by the engineer, I understand you?

(Testimony of Hugh Beveridge.)

A. Yes, they got to work and closed it right up. It *looked me*, this hole—well, it was close to where two plates were joined together, and it kind of broke like in there, like it was torn apart, one plate off the other, and made more like a three-cornered place.

Q. The iron appeared to be torn around the plate, probably?

A. Torn off, yes, sir, or maybe more like it had been pushed off by a spar, pushed in more or less. It looked to me like it had split off a little bit.

Q. How far was it torn from where there were two plates joined, would you say?

A. Well, I should think that it was right where there *was* was *teo* come together—pretty nearly, any way, where two plates come together, like where they were riveted there, *mayby* three-quarters across.
[281]

Q. What was that?

A. Well, about six inches, I will say, long.

Q. You mean there was six inches split across the plate?

A. Yes, just about six inches—it didn't look like it broke the iron, a regular break in it, but a kind of scarred it, like.

Q. Like a split in the plate? A. Yes, sir.

Q. How far was it split—what was the extent of the tear or scar?

A. I should think that it was about pretty nearly through the plate where the scar was.

Q. Well, can't you come any closer than that—you went up to see it, didn't you?

(Testimony of Hugh Beveridge.)

A. Yes, sir; it was dented in, like, and then it was broke across where the rivets were, a kind of a three-cornered place there.

Q. Looked like it had been bent?

A. Yes, sir, I should think for about six inches—it was scrated more than that—it looked like a scratch, right about the water-line, you know, and you could see it extended a little farther; how much I don't know, but I seen the box arrangement they fixed it up with.

Q. Well, they got busy immediately, and fixed it up? A. Oh, yes, they fixed it up right away.

Q. One of the passengers put his pillow into it, didn't he?

A. Yes, they fixed it up right at once.

Q. Well, you didn't have much chance to observe it, did you? A. Sir?

Q. I say, you didn't have much chance to observe it—much opportunity to examine it before it was fixed up, [282] did you?

A. Oh, I went right up close to there it was broke, you know—I had the opportunity to walk as close to it, at least as this table here (indicating). I had seen the piece of ice fall, and then I came around maybe twenty-five feet from where I was stading on the ship and went down as soon as I heard them saying she was stove in her plates.

Q. Well, did you have much opportunity to observe this poece of ice before it struck the ship?

A. Oh, yes, I just had every opportunity to observe the ice, after it slid off the ice hummock out there,

(Testimony of Hugh Beveridge.)

and then I seen it when it come up—it come up about twenty-five feet away from the ship's side, from where it come up; just slid off in the water and sunk, and then kept coming right towards the ship, just about twenty-five feet, it come towards the ship that I had an opportunity to observe it, from where I was standing, and I walked along the side of the deck watching her as she come up, working her way towards the ship, and come up and hit the side and jammed her, like that, and then rolled off again out to sea.

Q. Have you any idea, Captain, how much force a chunk of ice ten feet high and twenty feet long will exert, coming that distance?

A. Well, not knowing the weight of it I couldn't say, but in the water that way, I don't think it would have very much force.

Q. Well, do you know how many tons it would weight?

A. No, I don't, but I don't think enough to break in the ship's side when it was well built as it should be.

Q. That would be your experience in running the ship? A. Yes, sir. [283]

Q. Have you ever been employed on an iron ship?

A. Well, *I* that was before they had iron ships, but I was mate on one in 1883.

Q. Was that on an iron ship?

A. No, sir; I never have been on an iron ship; they was all wooden ships in my days; no iron ships.

Q. Well, a wooden ship will stand a great deal

(Testimony of Hugh Beveridge.)

more of a blow than an iron one, will it not?

A. Well, some wooden ships will and some won't; according to how they are made.

Q. Well, as a rule, they will, won't they?

A. If any ship is old and played out she won't stand anything, that is all there is to it. In any ship that was OK, all right, that had that jar that ship had wouldn't make the least bit of impression on her plate, the way she was hit, and that is all there is to it, but because this ship was old and played out—her plates, why, when that piece of ice hit her, it stove her in—

Q. You are positive about that—

A. Yes, sir, I swear to it—yes, sir—she was weak; she was weak and wore out, too weak for the blow—

Q. You don't know anything about how the other boats came in there that year, in what condition they came in?

A. Well, I know that the "Northwesters" passed up by out there, and I wondered then why he didn't follow with her in the lead, in the lead that she was in, but he didn't—well, I guess the old man knew she was too weak—

Q. Do you think it safe for an iron vessel to go through heavy ice?

A. Well, not to go through heavy ice, no, sir, I do not, but we never encountered any heavy ice—that is, not [284] what I would call heavy ice.

Q. Do you know whether there was any heavy ice ahead of you or not? A. Yes, sir—

Q. Just answer—

(Testimony of Hugh Beveridge.)

A. Well, the other ships came through it all right—

Q. What kind of ice was it that was ahead of you, do you say?

A. Loose ice—that is, not what you would call heavy ice; it is ice that is rotted and broken up, more or less.

Q. Well, there might be plenty of heavy ice ahead of you, generally, might there not?

A. Well, there was not, if I remember right, anything more than this cake and that was loose when it came from the main chunk of ice, and struck our ship—that was loose and slid off the big hummock.

Q. Well, what kind of ice was this big cake—wouldn't you call that heavy ice?

A. No, sir, that was slush, loose ice; that was not what is classed as heavy ice at all.

Q. You swear to that, do you?

A. Yes, sir, certainly I swear to that; it was not heavy ice.

Q. You swear, do you, that there was no heavy ice between you and Nome?

A. No, sir, there was no solid ice packs ahead of, because all the ice that we met was loose, and broken up ice—there was no solid ice ahead of us—there was more or less of these ice fields of broken up ice that we passed, but no solid ice ahead of us.

Q. Now, you heard the captain of the "Thetis" order Captain Conradi to come over on his boat, did you?

A. No; I think it was the "Thetis," but I wouldn't

(Testimony of Hugh Beveridge.)

swear now it was the “Thetis” or the other one, the “McCullough”— [285] it was one or the other.

Q. Which one was it?

A. Well, I won’t swear whether it was the “Thetis” or the other one; the two of them were both out there, the two revenue cutters, and I won’t swear now just which one of the captains it was that did the talking to the old man—

Q. Was it the captain of the McCullough?

A. Well, I couldn’t swear, I tell you, but he called to our captain—hailed the “old man”—and he told him he was an old sore head, and called him an ugly name, and says to him, “Where have you been these last four or five days”?

Q. Who was it said that?

A. The captain of the revenue boat.

Q. Which one? A. Sir?

Q. Which one of the revenue boats?

A. Well, I wouldn’t swear whether it was the “Thetis” or the “McCullough,” but it was one of them.

Q. You stated on your direct examination that it was the captain of the “Thetis”—now, you don’t know which one of them it was—why do you swear now that you don’t know which one it was? why won’t you swear now the same as on your direct—that it was the captain of “Thetis” that said this to Captain Conradi?

A. Well, if it was right—he might have been the right one that said it, and then he might not; I can’t remember, but I know it was one of them revenue

(Testimony of Hugh Beveridge.)

cutters—if I said the “Thetis” it is more than likely it was her, but if I said that it might be a mistake—but it was one or the other of them that said that to the old man. [286]

Q. Was there much fog at that time?

A. Well, there was some fog, as I remember.

Q. At that time was there much fog?

A. No, not at that time—I don’t remember much fog—I never paid much attention to those things like whistles blowing or anything like that. It seems to me that at the time these captains were talking to our old man it was clear weather.

Q. Well, then, there was not enough fog to make it necessary to ring bells and blow whistles, was there?

A. Well, I don’t think there was enough for anything like that—of course, maybe there was a little fog and they would blow the fog whistles. It was naturally fine weather and you felt that way, out there in the loose ice—like there was out there, a lot of old loose broken up ice.

Q. While you were out at Sledge Island, which was about the 17th or 18th of June—you were out at Sledge Island about that time, were you?

A. Well, about dates, I can’t remember about them now.

Q. You remember being out near Sledge Island?

A. Yes, we went up pretty close to Sledge Island at one time.

Q. Were you close enough so that you could see the shore line, the main land?

(Testimony of Hugh Beveridge.)

A. Yes, sir, we could see the shore line.

Q. And there was no ice at that time between you and the shore line of the main land?

A. No, sir, no heavy ice; nothing but loose ice, that is, always running along the coast every summer, but we didn't see no heavy ice while we was out there at all.

Q. Do you know that, or is that just your opinion that there was no ice between you and the shore? [287]

A. Well, there was some very small loose ice—lots of it we came through every year—

Q. Just answer the question—you are sure that there was no ice between you and the shore at that time?

A. Well, you can look out on the ice and you can tell straight ahead what the ice is like, whether it is loose ice, and there was loose ice that way, all the way up, cakes of ice, but no solid ice packs that most any ship couldn't come through.

Q. I would like you to answer my question.

(Question read.)

A. Well, yes, we could see ice, but no heavy ice—it was just loose ice.

Q. I asked you if you could see ice between you and the mainland, or if there was anything between you and the mainland.

A. Well, I know that as far as you could see, there was not; you could always see the mountains right out here back of the shore, and so far as I *could* tell it looked like the shore to me, so far as I could see;

(Testimony of Hugh Beveridge.)

that is, you could see the line, and you could see Sledge Island above the ice, kind of a little loose ice, and you could see a little line like smoke ahead of us.

Q. Were you south of Sledge Island at that time?

A. Well, we were to the southward a little, and I should think also a little to the east'ard.

Q. Well, what I am asking you is, if you looked towards the mainland you could see the surface of the sea and see the distinct shape of the mainland?

A. No, I do not think that you could, because there was more or less ice—there was more or less of this loose ice that *came* into view, but which we could have pushed right through. [288]

Q. But you could see lots of ice ahead of you?

A. Oh, yes, more or less of this loose ice—but it seemed like the old man didn't try much to get her in here.

Q. Did you say that you considered a well-built iron or steel vessel safe to go through heavy ice?

A. Well, any ice that we encountered it was safe for to take her through—

Q. You considered that it was safe?

A. Yes, sir; I didn't see any reason for staying there if the vessel was seaworthy.

Q. Well, do you swear that?

A. Yes, I swear to that.

Q. Well, have you seen any ice in Bering Sea that it would not be safe to try to come through—to make the attempt to come through?

A. Yes, sir, you could take the chance in the other

(Testimony of Hugh Beveridge.)

ship's leads—there are more or less leads in the ice that you could take the chance of making all right—leads in this loose ice, where the loose ice parts, and you could come through some of these leads—I would have considered it safe if the vessel was seaworthy.

Q. Well, you considered that it was safe to try to go ahead through this ice, and that there was not any danger?

A. No, sir, I don't think there was any danger, if the ship was safe.

Q. You never have sailed in this ice, you say, Cap?

A. No, sir, not in these waters, but I have been in pretty near all the waters of the earth, in my time, Judge.

Q. Well, don't you consider that the current that you are liable to encounter out in Bering Sea when there is much ice had a great deal to do with whether or [289] not there is any danger?

A. Well, not in these waters, no; it ain't got what you call much current.

Q. Do you mean to say that there is no current in Bering Sea?

A. No, sir; when you get right down to facts, there ain't no current out in Bering Sea that amounts to anything.

Q. No current at all?

A. No; no current to hurt.

Q. How much current is there?

A. Oh, not very big—when you strike the south-east, she had got a little current, but not to amount

(Testimony of Hugh Beveridge.)

to anything—when there is a southeast wind there is a little; otherwise there ain't.

The COURT.—It seems to me we *ware* wasting a good deal of time on this immaterial testimony—

Mr. SCHOFIELD.—I object to this testimony, your Honor, because it is not proper cross-examination.

Mr. FULLER.—That is all.

(Witness excused.)

At this hour, further proceedings were adjourned until Saturday morning at ten o'clock, and this court was ordered to stand adjourned until Saturday, at ten o'clock A. M., on August 5th, 1911. [290]